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STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

April 7, 2021

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

REQUESTED ACTION

Authorize the Department of Information technology (DoIT) to enter into a **Sole Source** Cooperative Project Agreement with the University of New Hampshire, University System of New Hampshire (VC # 177867) of Durham, New Hampshire, in the amount not to exceed $117,000.00, for the purpose of providing Wide Area Network (WAN) backup internet services, effective upon Governor and Executive Council approval, through June 30, 2024. Source of Funds: DoIT (Statewide Telecommunications Revolving Funds).

Funds are anticipated to be available in the following accounts for State Fiscal Year 2022, 2023, and 2024, upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

AT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	FY 22	FY 23	FY 24	Total.
01-03-03-030510-52130000 DoIT Statewide Telecommunications 039-500181 Telecommunications Equipment - Major	03030295	$39,000	$39,000	$39,000	$117,000

EXPLANATION

This is a sole source Cooperative Project Agreement with USNH for Wide Area Network (WAN) backup services. DoIT has contracted with USNH for these services in the

past and has had a successful partnership. This partnership with USNH is the most cost effective contract for the State.

The USNH Wide Area Network (WAN) provides data-transport, Internet, Internet 2, and other network services in support of education, research, and outreach for several New Hampshire institutions. The WAN is comprised of leased services from multiple providers as well as the IBEAM NH optical network. The New Hampshire IBEAM, owned by the University System of New Hampshire, is a high-speed regional optical network comprised of fiber optic cabling, network equipment and software, and monitoring systems. USNH WAN staff, located at the University of New Hampshire in Durham, provide operations, administration, maintenance, and provisioning (OAM&P) for the USNH WAN.

Respectfully submitted,

Denis Goulet
Commissioner

DG/ik
DoIT #2021-098
RID: 58507

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Information Technology**
and the
University System of New Hampshire

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Information Technology**, (hereinafter "State", also hereinafter "DOIT"), and the University System of New Hampshire, (hereinafter "USNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 (hereinafter "Master Agreement"), except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") or July 1, 2021 whichever is later and shall end on **6/30/2024**. If the provision of services by USNH precedes the Effective date, all services performed by USNH shall be performed at the sole risk of USNH and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay USNH for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **USNH Internet Service to NH DOIT at 45 Fruit St Concord**

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator	**USNH Project Administrator**
Name: Wendy Pouliot	Name: Daniel Corbeil
Address: NH Dept. of Information Technology 27 Hazen Drive Concord, NH 03302-0483	Address: University of New Hampshire Telecom Building 50 College Road. Durham, NH 03824
Phone: 603-223-5746	Phone: 603-862-4222

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director	**USNH Project Director**
Name: Wendy Pouliot	Name: Daniel Corbeil
Address: NH Dept. of Information Technology 27 Hazen Drive Concord, NH 03302-0483	Address: University of New Hampshire Telecom Building 50 College Road. Durham, NH 03824
Phone: 603-223-5746	Phone: 603-862-4222

USNH Authorized Official WJP
Date 3/29/2021

F. Total State funds in the amount of **$117,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse USNH for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ USNH will cost-share % of total costs during the term of this Project Agreement.

☐ Federal funds paid to USNH under this Project Agreement are from Grant/Contract/Cooperative Agreement No. from under CFDA# . Federal regulations required to be passed through to USNH as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.

☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by USNH in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and USNH regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Information Technology** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: William J. Poirier

Title: Chief Information Officer

Signature and Date: 3/29/2021

By An Authorized Official of:
Department of Information Technology

Name: Denis Goulet

Title: Commissioner

4/2/2021

Signature and Date:

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Stacie M. Moeser

Title: Attorney

Signature and Date:
/s/ Stacie M. Moeser April 6, 2021

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

USNH Authorized Official <: WJP
Date 3/29/2021

EXHIBIT A

A. Project Title: USNH Internet Service to NH DOIT at 45 Fruit St Concord

B. Project Period: 7/01/2021-06/30/2024

C. Objectives:

The goal of the proposed project is provide 4,000 Mbps of USNH Internet Service bandwidth, delivered at 45 Fruit Street, Concord, through June 30 of 2024

The service includes:

1) Internet Service at 4,000 Mbps (a.k.a 4 Gbps)
2) Fully symmetrical: upload speed = download speed.
3) Includes eBGP route-announcement protocol.
4) Live telephone support
5) Delivered at 45 Fruit Street telecom room.
6) The price reflects an offset for State's allowing USNH to use fibers in the State fiber system. Exhibit C, Network and Internet Service Order.

D. Scope of Work:

USNH will configure network equipment to provide Internet bandwidth delivered at 45 Fruit Street at 4,000 Mbps; and provide this service at the specified price for three (3) years.

Specific USNH activities, operating principles, and responsibilities are described in items 1) through 16) below.

1) Context – The USNH Wide Area Network (WAN) provides data-transport, Internet, Internet 2, and other network services in support of education, research, and outreach for several New Hampshire institutions. The WAN is comprised of leased services from multiple providers as well as the IBEAM NH optical network. The New Hampshire IBEAM, owned by the University System of New Hampshire, is a high-speed regional optical network comprised of fiber optic cabling, network equipment and software, and monitoring systems. USNH WAN staff, located at the University of New Hampshire in Durham, provide operations, administration, maintenance, and provisioning (OAM&P) for the USNH WAN.

2) Service Description – Services are defined in the Service Information section of Exhibit C, Network and Internet Service Order.

3) Provisioning – USNH WAN will work with the DOIT technical staff to provision the new service and perform final testing. Billing will commence no sooner than the Commencement Date – that is: the date on which both parties agree that the service is functional.

4) Acceptance of Service
   a. After USNH has completed provisioning the Service, there will be a one month "Interim Term" during which DOIT will evaluate the Service. If service meets DOIT'S reasonable expectations, which include USNH providing reliable service as described in Exhibit B, Network and Internet Service Order, DOIT will issue a written "Acceptance of Service" letter via email to the USNH Customer Account Representative.
   b. Commencement Date will be the next business day following UNH's receipt of Acceptance of Service from DOIT.
   c. If, at the end of the Interim Period, the Service does not meet DOIT'S reasonable expectations, DOIT may issue a written "Rejection of Service" letter via email or US Mail to USNH. If DOIT issues a

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Rejection of Service as described, DOIT may withdraw from this Agreement with no obligations to USNH.

5) Network Downtime
   a. Definition - Downtime due to the USNH internal network or those network elements over which USNH has direct control and lasts 15 minutes or longer.
   b. Service Credit - In the event DOIT experiences downtime (as defined in 10.1 above) DOIT will be eligible to receive a Service Credit equal to the pro-rata monthly recurring connectivity charges (bandwidth) for one (1) day of service for each unique day DOIT experienced downtime.
   c. DOIT must request a Service Credit within seven (7) days of the downtime or DOIT will forfeit the Service Credit.
   d. In the event USNH discovers, or is notified by DOIT, that DOIT is experiencing a performance problem, USNH will take all necessary actions to identify and correct the performance problem.
   e. DOIT may terminate this agreement, at DOIT'S option, if the downtime exceeds six (6) hours in any one- month period. Within thirty (30) days of the date of termination, DOIT shall pay to USNH all outstanding undisputed fees due to USNH as of the effective date of termination.
   f. DOIT will be liable for all terms, including termination charges, of carrier circuit(s) provided on behalf of DOIT.

6) Support
   a. The service includes live phone and email support. Support is provided during USNH business hours 8am – 4:30pm Monday through Friday, excluding UNH holidays.
   b. Network monitoring – USNH OAM&P includes operation of multiple test, monitoring, and logging systems to assure optimal operation of service. These systems provide 24/7 notification to USNH network staff of critical outages. USNH Staff responds to critical outages outside USNH business hours on a best-effort basis.
   c. Problem Notification
      i. DOIT'S technical contact is to report problems via telephone call to the USNH WAN Hotline: (603) 862-BITS (2487) or via email to wanops@unh.edu.
      ii. Problem Notifications will be entered and tracked in the USNH trouble-ticketing system with an associated "Incident Number". Upon commencement of Problem Resolution, USNH staff will provide DOIT with the Incident Number.
   d. Problem Resolution - USNH WAN service depends on fiber and network providers and common carriers. USNH will be responsible to work with providers to resolve outage on DOIT'S behalf.
   e. USNH network staff response time and resolution time objectives to a Problem Notification during business hours are based on severity as follows:

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Problem Severity Level	Description	Response Time Objective	Resolution Time Objective
CRITICAL	A complete outage.	60 Minutes	2 Hours
MAJOR	A significant degradation of the service.	2 Hours	4 Hours
MINOR	A minor degradation of service	4 Hours	Next Business Day

f. Upon resolution of the Problem, USNH WAN staff will close the Incident and notify DOIT that the Incident has been closed.

7) DOIT responsibility – In order to assure the most rapid recovery of diminished service ("Problem"), DOIT shall provide accurate and detailed information in reporting the Problem. In addition, if deemed necessary by the USNH technical staff, DOIT shall cooperate and participate with the USNH staff in the work of troubleshooting the Problem. Among other activities, this required cooperation shall include timely execution of the following:
   a. Providing accurate description of the problem symptoms;
   b. observing and reporting on the status of power and LED indicators on the USNH equipment at DOIT'S site;
   c. reporting log and other information from DOIT'S networking equipment or other network-connected equipment;
   d. capturing network trace information on DOIT equipment using TCPDUMP, Wireshark, or similar test programs;
   e. disconnecting DOIT equipment from the network that USNH staff determine is potentially causing the problem;
   f. disconnecting and reconnecting power to the IBEAM equipment to initiate a reboot;
   g. providing access to DOIT facilities (e.g. data room or telecom closet); and
   h. DOIT will provide a host IP interface with PING capability on DOIT'S network.

8) Client NMS Portal – DOIT may request access to USNH WAN web-based network monitoring platform ("NMS portal") to have read-only view of up/down status and usage statistics. DOIT will keep DOIT'S NMS portal login information confidential.

9) Ongoing maintenance – USNH will, from time to time, modify, upgrade, or replace software and hardware components in the Service. USNH will work with DOIT to schedule such work to minimize any down-time impact on DOIT'S users. Maintenance down-time is not counted in the service level Network Downtime calculation.

10) USNH WAN equipment – Any USNH WAN equipment on site is owned by USNH. If any USNH WAN equipment is placed on DOIT's site, DOIT will provide appropriate electrical power and secure space, and assure temperature in space will not exceed 80 degrees Fahrenheit. DOIT will not touch, move, power-down, nor otherwise alter the state of the USNH WAN equipment on DOIT'S premise without express permission of USNH IT network staff. DOIT can request that USNH move equipment, and USNH staff will work with DOIT to coordinate such a change in a timely manner. DOIT will assist USNH to make reasonable arrangements to perform this work.

11) DOIT network - It is presumed that DOIT is connecting a local area network (DOIT LAN) to the USNH WAN service. DOIT shall operate DOIT LAN in a responsible manner. DOIT is solely responsible for the

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selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of service.

12) Appropriate Use

a. DOIT use of USNH WAN shall comply with the USNH Acceptable Use Policy (AUP). USNH staff are bound by the USNH AUP as well. The USNH AUP can be found on the USNH Internet website at: http://www.usnh.edu/olpm/UNH/VI.Prop/F.htm#5 The AUP can be attached as an exhibit to this agreement at DOIT'S request.

b. DOIT use of USNH WAN shall comply with the Internet2 Network Acceptable Use Policy (AUP), which can be found at: http://www.internet2.edu/media/medialibrary/2013/09/18/Internet2_Network_Acceptable_Use_Policy_1.pdf. The AUP can be attached as an exhibit to this agreement at DOIT'S request.

c. Suspension of service – USNH may suspend service without billing relief for the following: Non-payment; AUP violation; failure to protect USNH equipment on DOIT site; failure to provide safe working environment for USNH staff when working at DOIT site; violation of the terms of this agreement. USNH will provide a 10 day minimum notice period before suspending service except for egregious AUP violations. Egregious violations may result in immediate suspension of service until the violation is cleared.

13) Confidentiality – USNH and State will respect the privacy of each other's information. That is: Neither USNH nor State shall observe, capture, view, nor share with other parties, any of the information flowing through or stored in the State or USNH equipment (or in print form). In addition, neither USNH nor State shall allow other parties to do so either, with the following exception: In order to troubleshoot or modify USNH WAN service, USNH WAN personnel may capture data packets and observe data patterns on the USNH WAN. When performing said troubleshooting or modification, USNH staff will respect the privacy of State's information as described.

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14) Notices and Contact Information Section

USNH:

Customer Account Representative
Douglas Green
Interim Director of Broadband Services
University of New Hampshire
50 College Rd, Durham, NH
03824 (603) 862-4921

Technical Contact
NetworkNH -University of New Hampshire
268 Mast Rd, Durham, NH
03824 wan.netops@unh.edu
(603) 862-2487 (862-BITS)

Billing Contact
UNH IT Business Service Center
1 Leavitt Lane
Durham, NH
03824 (603)
862-4100
it.bsc@unh.edu with subject line: Billing Inquiry – Network Services Agreement

Emergency contacts:
During Normal Business Hours:
USNH WAN NetOps Hotline:
(603) 862-2487 (862-BITS) or Wan.netops@unh.edu
During Non-Business Hours:
UNH Police Dispatch (603) 862-1392

DOIT :

Primary Contact:	Business Contact:	Technical Contact:
Wendy Pouliot	Joseph Luna	Don Amendum
Director of Operations	Manager – Statewide Telecommunications	IT Manager - Network Operations
27 Hazen Drive	27 Hazen Drive	27 Hazen Drive
Concord, NH 03301	Concord, NH 03301	Concord, NH 03301
Wendy.Pouliot@doit.nh.gov	Joseph.J.Luna@doit.nh.gov	Donald.Amendum@doit.nh.gov
(603) 223-5746	(603) 227-0058	(603) 223-5724

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E. Deliverables Schedule:

USNH will provide Internet bandwidth at 45 Fruit St, Concord at 4,000 Mbps on July 1, 2021. Service period is three (3) years.

F. Budget and Invoicing Instructions:

USNH will submit invoices to the State on regular USNH invoice forms at the beginning of each month or fiscal quarter (per State's preference) during the service period. DOIT will notify UNH Information Technology Business Service Center of any changes or problems via the email address or phone number listed in Exhibit A, Section 16: Notices and Contact Information. State will pay USNH within 30 day of receipt of each invoice.

Invoices shall be sent to:
Department of Information Technology
Accounts Payable – BFA
27 Hazen Drive
Concord, NH 03110

Payment Address:

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

EXHIBIT B

Special Federal provisions are listed here: ☒ None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**

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EXHIBIT C

Network and Internet Service Order

Exhibit C - FY22-24 Renewal
Network and Internet Service Order

iBeamNH | NetworkNH | University of New Hampshire

Service Order #:		
Account Representative:	Dan Corbeil	603-862-4222
System Engineer:	Tony Bargardo	603-862-6677
Customer PO#:		

Customer Information - State of New Hampshire Deparement of Information Technology - DOIT

		Billing	Technical
Company Name:	State of New Hampshire - Department of IT	Accounts Payable – BFA	Don Amendum
Customer Contact:	Wendy Poulliot, Director of Operations	27 Hazen Drive	27 Hazen Drive
Address:	27 Hazen Drive	Concord, NH 03301	
Floor/Suite:		Payments via ACH	
City, State, Zip	Concord, NH 03301	https://www.nh.gov/treasury/state-vendors/index.htm	Concord, NH 03301
E-Mail Address:	Wendy.Poulliot@doit.nh.gov		Donald.Amendum@doit.nh.gov
Phone Number:	(603) 223-5746		603) 223-5774

A Location Information

Location Address:	45 Fruit Street
Location Floor/Suite:	1st Floor, Computer Room # 137, Cabinet# 15
Location City, State, Zip:	Concord, NH 03302
Location Phone Number:	
Local Contact:	
Local Contact Email:	
Local Contact Phone:	
Hand-off Type:	10G Base SR
Location Details/Comments:	

Connection type will be 10G ethernet.

Z Location Information

Location Address:	N/A for Internet service
Location Floor/Suite:	
Location City, State, Zip:	
Location Phone Number:	
Local Contact:	
Local Contact Email:	
Local Contact Phone:	
Hand-off Type:	
Location Details/Comments:	

Service Information

Service Type:	Renewal
Customer Request Date*:	2/20/2021

*Does not constitute a contractual obligation, but is for informational purposes only

* Initial service consisted of an agreement that USNH would provide 200 Mbps of BGP Internet service to DOIT at no charge in exchange for USNH utilizing 2 pair of DOIT fiber from 45 Fruit Street to the IPOC MDF. One pair to serve DOIT and one for the DOT. The DOT service has been terminated, but may be revived in the future.

UNH Service includes symmetrical internet service at the A location demark as detailed below.

~~1. Demark router at Fruit St to IPOC - 1 pair to DOT redundant internet~~

2. Demark router at Fruit St to IPOC - 1 pair to DOIT

* USNH supplies an IP address in the UNH IP space for the DOIT router side of WAN connection.

* This service includes BGP for internet route announcements between DOIT router and UNH router.

Fees

	Service Type	Monthly Recurring Charge (MRC)	Non Recurring Charge (NRC)
Service:	Internet		
Symmetrical Bandwidth:	4,000 Mbps	$3,800.00	$0.00
Protection Level:	Unprotected	$0.00	$0.00
Service:	Adjust for 45 Fruit	-$550.00	
Symmetrical Bandwidth:	200 Mbps	$0.00	$0.00
Protection Level:	Unprotected	$0.00	$0.00
Service:	Transport	$0.00	
Symmetrical Bandwidth:	0 Mbps	$0.00	$0.00
Protection Level:	Unprotected	$0.00	$0.00
Totals:		$3,250.00	N/A

This section covers circuit installation only. Inside wiring and cross connects are not included unless otherwise stated.

Service Term: 7/1/2021 to 6/30/2024

Terms

The terms and conditions contained in the Network Service Agreement are hereby incorporated by reference and are made a part of this Service Order. Any ambiguity or conflict in such terms and conditions between this Service Order and the Network Service Agreement and all exhibits attached thereto shall be governed and controlled by the terms and conditions as contained in the said Network Service Agreement

Additional Comments

The original Service Order signed between UNH & NH DOIT included the following language in these notes:

"Future increases in DOIT bandwidth will be computed off the UNH rate card with the 200 Mbps "value" deducted from the new total by tier."

However, for FY21 (7/1-2020-6/30/2021) the 'Adjust for 45 Fruit' offset will be held at a fixed $550 amount from the FY20 Service Order.

Acceptance

NetworkNH Signature:		Customer Signature:	
Name:	William J. Poirier	Name:	
Title:	Chief Information Officer, University of NH	Title:	
Date:		Date:	

Client Acceptance: Pricing, contract, and payment information subject to UNH approval.

USNH Authorized Official WJP

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