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New Hampshire Department of
BUSINESS AND ECONOMIC AFFAIRS

September 15, 2022

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development, to enter into a contract with the University of New Hampshire, New Hampshire Geographically Referenced Analysis and Information Transfer System, (VC # 177867), Durham, NH, in the amount of $987,649 in American Rescue Plan Capital Project Funds for the mapping of the State's Broadband Infrastructure, effective upon Governor and Council approval through December 31, 2026. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024, 2025, 2026 and 2027, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-022-022-221510-24410000, Broadband Connectivity FD ARP
102-500731 - Contracts for Program Services

FY2023	FY2024	FY2025	FY2026	FY2027
$262,316	$198,094	$202,052	$205,940	$119,247

EXPLANATION

To best target American Rescue Plan Capital Project Funds (CPF) toward the unserved locations within New Hampshire, the State has determined that a comprehensive map of where broadband service is available is critical to this effort. This service data, in concert with the address range information and other geospatial data sets available from the New Hampshire Geographically Referenced Analysis and Information Transfer System (NH GRANIT) will be used to develop state-level broadband availability maps, identifying areas in the state that are served by current technologies as well as those that are underserved (only have access to low speed), or unserved (no broadband access). The broadband availability will provide an important baseline assessment for New Hampshire, will facilitate effective dialog in the state regarding use and demand for broadband services, and will assist the state as it seeks to prioritize infrastructure projects and to build a sustainable broadband framework for the future.

The RFP for New Hampshire Broadband Mapping was issued on May 20, 2022. Notice was posted on nheconomy.com and admin.state.nh.us. Subsequently, eight vendors submitted formal written proposals on June 27, 2022, two of whom were disqualified during the review process.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

A selection committee comprised of three Department of Business and Economic Affairs (BEA) staff members (Schedule #2) reviewed and scored the proposals (Schedule #1). The University of New Hampshire (UNH) was ultimately awarded the contract with BEA. Scoring is included as Schedule #3.

The mission of NH GRANIT is "to promote the efficient use of New Hampshire's diverse resources by utilizing spatial information in an effective way and by providing geographic information and related tools to citizens and organizations." It does this by creating, maintaining, and making available a statewide geographic data base serving the informational needs of state, regional, and local decision makers. NH GRANIT has numerous working relationships with New Hampshire government agencies – including BEA – and has developed broadband mapping for the state in the past, long outdated. During the review process, UNH's proposal scored strongly in all three areas. Its intimate knowledge of the state and where to obtain required broadband data is an advantage. BEA is confident that the quality of work will be at or above the requirements set forth in the RFP.

The Attorney General's office has approved this contract as to form, substance, and execution.

Respectfully submitted by,

Taylor Caswell
Commissioner

Schedule #1

Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Population Projections
RFP Scoring Criteria

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Technical

- Experience and Qualifications of key staff and subcontractors, if applicable (30 points)
- Overall Strategy and approach, methodology and timeline (50 points)
- Budget Approach/Cost Effectiveness (20 points)

Schedule #2

Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Population Projections
RFP Scoring Committee

Mark Laliberte, Broadband Project Manager
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100, Concord, NH 03301
603-271-6351 MarkJ.Laliberte@livefree.nh.gov

Mr. Laliberte has worked for the Department of Business and Economic Affairs for more than six years and, in August 2021, assumed the role as Broadband Project Manager. He has an extensive background in government, public policy, politics, and economic development, almost exclusively in New Hampshire. Mr. Laliberte has an M.P.A. and a B.A. in Political Science, both from the University of New Hampshire. He also has numerous certifications in economic development, project management and Lean/Six Sigma.

Matt Conserva, Broadband Business Administrator
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100, Concord, NH 03301
603-271-4963 Matthew.E.Conserva@livefree.nh.gov

Mr. Conserva has worked for the State of New Hampshire for the past two and a half years. Prior to this, he spent twenty-four years working at Nextel Communications and then Sprint. During his career at Sprint Nextel, Mr. Conserva performed many functions from individual contributor to managing large teams. Mr. Conserva attended the University of Mass, Lowell, with a focus on Business Administration.

Ken Gallager, Principal Planner
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100, Concord, NH 03301
603-271-1773 Kenneth.R.Gallager@livefree.nh.gov

Mr. Gallager has worked for the Office of Planning and Development and its predecessor agencies since 1988, when it was the Office of State Planning. He was the chair of the New Hampshire GIS Advisory Committee from 2000 to 2017 and is the current lead for the state GIS Technical Users Group. He also serves as the New Hampshire State Data Center lead for state and municipal population data. Mr. Gallager has a B.A. in Earth Sciences from Dartmouth College and studied geography and GIS technology at the University of North Carolina Chapel Hill.

Schedule #3

Department of Business and Economic Affairs
Broadband Mapping
RFP Scoring Results

Company	Experience & Qualifications	Strategy & Approach	Budget / Cost	Total Points	Ranking	Price
UNH	28	43.3	13	84.3	1	$987,649
Lightbox	29	47.3	5	81.3	2	$2,000,000
Vetro	23.3	36.6	8	67.9	3	$2,000,000
Timmons	20	28.3	15	63.3	4	$646,048
ECC Tech	22.3	35	0	57.3	5	$2,105,750
Synchronoss	18.3	26.6	10	54.9	6	$1,310,364

Total of 100 points possible

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Business and Economic Affairs**
and the
University of New Hampshire of 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 Business & Economic Affairs**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), 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, 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") and shall end on **12/31/26**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus 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: **New Hampshire Broadband Mapping**

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	**Campus Project Administrator**
Name: Matthew Conserva	Name: Lisa Scigliano
Address: N.H. Department of Business & Economic Affrairs (BEA) 100 North Main Street, Suite 100 Concord, NH 03301	Address: University of New Hampshire Sponsored Programs Administration 51 College Road Durham, NH 03824
Phone: 603-271-4963	Phone: 603-862-0529

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	**Campus Project Director**
Name: Mark Laliberte	Name: David Justice
Address: N.H. Department of Business & Economic Affairs (BEA) 100 N. Main St., Suite 100 Concord, NH 03301	Address: University of New Hampshire 8 College Road Durham, NH 03824
Phone: 617-271-6351	Phone: 603-862-4698

Campus Authorized Official KJ
Date 09/12/22

F. Total State funds in the amount of **$987,649** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **CPFFN0143** from **US Department of the Treasury** under CFDA# **21.029**. Federal regulations required to be passed through to Campus 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 Campus 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 Campus 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 Business and Economic Affairs** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Director, Pre-Award
Signature and Date:
Karen Jensen Digitally signed by Karen Jensen Date: 2022.09.12 14:09:45-04'00'

By An Authorized Official of:
Business and Economic Affairs
Name: Taylor Caswell
Title: Commissioner
Signature and Date:
9/19/2022

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Takhmina Rakhmatova
Title: Assistant Attorney General
Signature and Date:
Takhmina Rakhmatova 9/19/2022

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official *KJ*
Date 09/12/22

EXHIBIT A

A. **Project Title:** New Hampshire Broadband Mapping

B. **Project Period:** Start date upon approval of Governor and Council through 12/31/2026

C. **Objectives:** By creating a statewide broadband mapping tool, the state will be able to assess and analyze the current state of broadband resources and connectivity in New Hampshire. The documentation created following the assessments and mapping will enable the State to effectively deploy federal funding for broadband programming, assist communities for planning purposes and ensuring accessibility

D. **Scope of Work:** The Campus shall:

- develop, publish "subject to applicable DRAs", and maintain broadband maps on behalf of the State, which include but may not be limited to the following:
- A fabric database of all locations in New Hampshire where fixed broadband internet service is practicable;
- Assess the accuracy of current coverage areas claimed by existing fixed broadband providers;
- Assess the speed and latency claimed to be provided;
- Assess the range of service claimed by existing providers; and
- Document unserved , underserved , and served properties statewide.
- Documentation and Development
- Document and maintain fiberoptic infrastructure maps, which shall include but may not be limited to the following:
- An inventory of existing fiberoptic networks throughout the State;
- Indication of deployment status and total wire capacity; and
- Ownership and availability for use by other network providers.
- Host final mapping products on a public domain to be decided by the State;
- Continuously seek community feedback on the accuracy of all maps that are developed;
- Continuously reconcile maps with new information made available, including but not limited to
- the maps currently under development by the Federal Communications Commission (FCC); and
- Support seamless transition of map maintenance over to the State at the end of this contract and any of its extensions, as determined by the State.

Also subject to DRAs, Campus grants the State: 1. A non-exclusive, perpetual license to the data created and provided by Campus; • Unlimited rights to access, prepare, use, copy, modify, reproduce, prepare derivative works, and distribute the data for internal use, including by and to any personnel, third party contractors, and other entities granted the same license, as necessary, to accomplish goals of the broadband data collection; • Rights to publish aggregate/derivative data, such as broadband coverage by county, municipality, or other State-defined boundary; • Rights to publish and display data via an online map, or in reports or other static forms (e.g., PDF); and • such rights do not expire at the conclusion of this agreement.

E. **Deliverables Schedule:**	Oct. '22	Nov. '22	Dec. '22	Jan '23	Feb. '23
1. Contact ISPs and gather data	X	X			
2. Process ISP data	X	X	X	X	
3. Assess fiber asset data for completeness	X	X	X	X	
4. Visually inspect fiber assets in the field	X	X	X	X	

Campus Authorized Official *KJ*

Date 09/12/22

5. Develop Hub Initiative	X	X			
6. Initiate speed test application	X				
7. Develop data mapper template and tools		X	X		
8. Develop crowdsource web map		X	X		
9. Evaluate speed test/crowd source data			X		
10. Develop target rankings of fiber to broadband investment opportunities			X	X	
11. Reconcile ISP data with speed test/crowd source anomalies				X	X
12. Publish ISP map service for the ISP data and incorporate the service into the data mapper				X	X

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major costcategories as shown below. State will pay Campus within 30 days of receipt of each invoice. Carryforward of unexpended funds from one budget year to another is allowable and does not require prior approval from the State. Campus will submit its final invoice not later than 60 days after the Project Period end date.

	Salaries/Wages	Fringe	Travel	Supplies/Service	Facilities/Admin	TOTAL
Yr. 1 2022	$81,454	$23,654	$1,000	$88,200	$68,008	$262,316
Yr. 2 2023	$63,147	$18,429	$1,000	$64,160	$51,358	$198,094
Yr. 3 2024	$65,045	$18,983	$1,000	$64,640	$52,384	$202,052
Yr. 4 2025	$66,996	$19,552	$1,000	$65,000	$53,392	$205,940
Yr. 5 2026	$35,652	$10,480	$1,000	$41,200	$30,916	$119,248
TOTAL	$312,294	$91,098	$5,000	$323,200	$256,057	$987,649

Campus Authorized Official *KJ*
Date 09/12/22

Campus Authorized Official *KJ*
Date 09/12/22

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). . References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

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.** .

Campus Authorized Official *KJ*

Date 09/12/22

STANDARD EXHIBIT C

Drug-Free Workplace

The Grantee (aka "Campus" or "Contractor") identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

(A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

51 College Rd. Rm 112
Durham, NH 03824

Check ☐ if there are workplaces on file that are not identified here.

University of New Hampshire	Upon Governor & Executive Council Approval through December 31, 2026
Contractor Name	Period Covered by this Certification

Karen M. Jensen, Director of Pre-award Compliance

Name and Title of Authorized Contractor Representative

Karen Jensen	09/12/2022
Contractor Representative Signature	Date

STANDARD EXHIBIT D
Lobbying

The Grantee (aka "Campus" or "Contractor") identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Contract Period: **Upon Governor & Executive Council Approval through December 31, 2026**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Karen Jensen	*Director of Pre-award Compliance*
Contractor Representative Signature	Contractor Representative Title
University of New Hampshire	*09/12/2022*
Contractor Name	Date

STANDARD EXHIBIT E - Debarment

The Grantee (aka "Campus" or "Contractor") identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Contract, the Grantee is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.

(4) The Grantee shall provide immediate written notice to State, to whom this Contract is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

(6) The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.

(7) The Grantee further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee (aka "Campus" or "Contractor") certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I) (b) of this certification; and

(d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

Karen Jensen	*Director of Pre-award Compliance*
Contractor Representative Signature	Contractor Representative Title
University of New Hampshire	*09/12/2022*
Contractor Name	Date

STANDARD AGREEMENT EXHIBIT F

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Campus identified this Project Agreement agrees by signature of the Contractor's representative to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Karen Jensen	*Director of Pre-award Compliance*
Contractor Representative Signature	Contractor's Representative Title
University of New Hampshire	*09/12/2022*
Contractor Name	Date

STANDARD EXHIBIT G

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Karen Jensen	*Director of Pre-award Compliance*
Contractor Representative Signature	Contractor Representative Title
University of New Hampshire	*09/12/2022*
Contractor Name	Date

STANDARD EXHIBIT H

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

University of New Hampshire (hereinafter called the "Grantee" and aka "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of

prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

Karen Jensen	*Director of Pre-award Compliance*
Contractor Representative Signature	Contractor Representative Title
University of New Hampshire	*09/12/2022*
Contractor Name	Date

STANDARD EXHIBIT I

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

1) University of New Hampshire (UNH)
2) $987,649.00
3) Business & Economic Affairs (BEA)
4) NAICS code for contracts / CFDA program number for grants
5) Capital Projects Fund (CPF), American Rescue Act of 2021
6) Statewide Broadband Mapping Initiative
7) New Hampshire
8) 51 College Rd. Rm 112, Durham, NH 03824
9) UNH SAM # GBNGC495XA67
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees (aka "Contractors") must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Karen Jensen	*Director of Pre-award Compliance*
Contractor Representative Signature	Contractor Representative Title
University of New Hampshire	*09/12/22*
Contractor Name	Date

STANDARD EXHIBIT I cont.
CERTIFICATION

As the Grantee (aka "Campus" or "Contractor") identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The SAM number for your entity is: GBNC495XA67

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_x__NO _____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO _____YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name _____ Amount: ____

Name _____ Amount: ____

Name _____ Amount: ____

Name _____ Amount: ____

Name _____ Amount: ____