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June 14, 2023

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

**REQUESTED ACTION**

Authorize the Department of the Business and Economic Affairs (BEA), Division of Economic Development, to enter into a contract with University of New Hampshire (VC# 177867 ), Durham, New Hampshire in the amount of \$511,216 in Infrastructure Investment and Jobs Act of 2021(IIJA) State Digital Equity Planning Grant Funds, administered by the US Department of Commerce, for consultation services to develop the State Digital Equity Plan for the State of New Hampshire, effective upon Governor and Council approval through June 30, 2024. **100% Federal Funds.**

Funds are available as follows:

	<u>FY 2023</u>
03-22-22-221510-45320000	\$511,216
Department of Business and Economic Affairs	
<u>Broadband -IIJA Digital Equity</u>	
102-500731 - Contracts for Program Services	

**EXPLANATION**

On April 12, 2023, the Governor and Council approved the accept and expend of \$525,033 in Broadband Digital Equity Planning Grant Funds for the purpose of hiring a contractor to draft New Hampshire's Broadband Digital Equity Plan, as outlined in the Digital Equity Planning Grant Notice of Funding Opportunity (NOFO).

For the purposes of this federal program, digital equity refers to the ability of all people to have the information and communications technology needed to fully participate in our society, democracy, and economy. Completion of the planning process funded by this Digital Equity Planning Grant will enable the state to participate in the federal government's larger Digital Equity Capacity Grant program, which nationally is a \$1.44 billion grant program. Participation in this program will assist New Hampshire citizens to participate fully in all the benefits online such as healthcare, remote work, education, financial management and planning, and entertainment.

The Department of the Business and Economic Affairs (BEA), Division of Economic Development, issued NH Digital Equity Planning Grant Plan request for proposal (RFP) 2023-15 on April 17, 2023, with responses due on May 15, 2023. Notice was posted on *nheconomy.com* and *admin.state.nh.us*. Subsequently, eight vendors submitted formal written proposals on May 15, 2023.

His Excellency, Governor Christopher T. Sununu  
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June 14, 2023  
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A selection committee comprised of three BEA staff members (Schedule #2) reviewed and scored the proposals (Schedule #1). The University of New Hampshire was ultimately awarded the contract. Scoring is included as Schedule #3.

For over one hundred years UNH Cooperative Extension has been strengthening people and communities in New Hampshire by delivering trustworthy knowledge, practical education and collaborative solutions. It achieves its purpose through fulfilling its core principles: passion for service, relationship-driven engagement, responsiveness, resourcefulness, effectiveness, and community. UNH Cooperative Extension has numerous working relationships with New Hampshire government agencies – including BEA. In the past, UNH has drafted a comprehensive broadband report for the state. During the review process, UNH's proposal scored strongly in four areas. Its intimate knowledge of the state, key community stakeholder organizations, 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 reviewed and approved this contract as to form, substance, and execution.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Taylor Caswell  
Commissioner

Department of Business and Economic Affairs  
Division of Economic Development  
NH Digital Equity Planning Grant Plan (Infrastructure Investment and Jobs Act)  
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.

- |  |                     |
|--|---------------------|
| • Experience and qualifications of key staff and subcontractors              | (30 points)         |
| • Overall strategy and approach, methodology                                 | (30 points)         |
| • Creativity/Innovation  | (20 points)         |
| • Ability to mobilize resources quickly to meet planning & funding deadlines | (10 points)         |
| • Budget approach and cost effectiveness                                     | (10 points)         |
| <b>Grand Total</b>   | <b>(100 points)</b> |

Department of Business and Economic Affairs  
Division of Economic Development  
NH Digital Equity Planning Grant Plan (Infrastructure Investment and Jobs Act)  
RFP Scoring Committee

Matt Conserva, Broadband Program Manager  
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](mailto:matthew.e.conserva@livefree.nh.gov)

Mr. Conserva has worked for the State of New Hampshire for the past three years. Prior to working for the State, Mr. Conserva spent 24 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.

Wayne Goulet, Broadband Business Administrator  
NH Department of Business and Economic Affairs  
100 North Main Street, Suite 100  
Concord, NH 03301  
603-271-4846  
[Wayne.V.Goulet@livefree.nh.gov](mailto:Wayne.V.Goulet@livefree.nh.gov)

Mr. Goulet has worked for the State of New Hampshire for approximately two years. Prior to working for the State, Mr. Goulet spent seven plus years at Pitco Frialator Inc., where he performed many functions including, operations support, logistics, and the procurement of commodities and services. Mr. Goulet has a M.B.A. (Masters in Business Administration) and a B.S. (Bachelor of Science) in Information Technology, both from Southern New Hampshire University.

Noah Hodgetts, Principal Planner  
NH Office of Planning & Development  
100 North Main Street, Suite 100  
Concord, NH 03301  
603-271- 2157  
[Noah.D.Hodgetts@livefree.nh.gov](mailto:Noah.D.Hodgetts@livefree.nh.gov)

Noah Hodgetts is a Principal Planner at the NH Office of Planning & Development (OPD). He has worked at OPD and its predecessor, the New Hampshire Office of Strategic Initiatives (OSI) since March 2018, where he provides technical assistance on municipal and regional planning and zoning matters and is OPD's point person on housing policy. Most recently, he coordinated the Regional Housing Needs Assessment updates by the state's nine Regional Planning Commissions. He has served on a number of different state commissions/taskforces including the InvestNH Planning and Zoning Grant Steering Committee, the New Hampshire Zoning Atlas Leadership Team, the Council on Housing Stability, Regional Leadership & Coordination/Planning & Regulation Workgroup, the SB 43 Commission to Study Barriers to Increased Density of Land Development in New Hampshire, and Governor Sununu's 2019 Workforce Housing Taskforce. Prior to working for the State of New Hampshire, Noah worked as a research analyst for a Boston-area affordable housing consulting firm. He received a M.Sc. in Urban and Regional Policy from Northeastern University and a B.A. in Human Ecology from College of the Atlantic.

Department of Business and Economic Affairs  
 Division of Economic Development  
 NH Digital Equity Planning Grant Plan (Infrastructure Investment and Jobs Act)  
 RFP Scoring Results

Company	Experience and qualifications of key staff and subcontractors (30 points)	Overall strategy and approach, methodology (30 points)	Creativity/Innovation (20 points)	Ability to mobilize resources quickly to meet planning and funding deadlines (10 points)	Budget approach and cost effectiveness (10 points)	Actual Bid \$	Grand Total (100 points)	Rank
University of New Hampshire	28.33	29.33	17.67	9.67	7.00	\$511,216.00	92.00	1
Vernonburg Group LLC	27.67	21.67	16.67	8.00	7.00	\$510,260.00	81.00	2
Guidehouse Inc.	23.33	24.33	16.00	9.00	7.67	\$495,000.00	80.33	3
McKinsey & Company, Inc.	26.67	24.33	12.67	9.00	7.67	\$490,000.00	80.33	3
Columbia Telecommunications Corporation	24.33	21.67	14.00	9.00	7.67	\$495,000.00	76.67	5
Conduent Healthy Communities Corporation, known as Healthy Communities Institute (HCI)	16.67	20.00	10.67	6.33	6.33	\$514,480.00	60.00	6
Ready.net, Inc.	13.33	16.67	11.67	8.33	8.33	\$451,690.00	58.33	7
V2A, LLC	11.67	15.00	7.33	8.00	9.00	\$365,000.00 (Travel if needed \$45,000.00)	51.00	8

**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 **06/30/24**. 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 Digital Equity Planning Grant Plan**

- 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**

Name: Wayne Goulet  
 Address: NH Department of Business & Economic Affairs  
100 North Main Street, Suite 100  
Concord, NH 03301  
 Phone: 603-271-4846

**Campus Project Administrator**

Name: Karen Jensen  
 Address: University of New Hampshire  
51 College Road  
Durham, NH 03824  
 Phone: 603-862-2172

- 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**

Name: Matthew Conserva  
 Address: NH Department of Business & Economic Affairs  
100 North Main Street, Suite 100  
Concord, NH 03301  
 Phone: 603-271-4963

**Campus Project Director**

Name: Charles French  
 Address: University of New Hampshire  
59 College Road  
Durham, NH 03824  
 Phone: 603-862-0316

Campus Authorized Official KJ  
 Date 6/6/23

F. Total State funds in the amount of **\$511,216.00** 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. **33-30-DP065** from **U.S. Department of Commerce** under **CFDA#11.032**. 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 Jensen

Title: Director of Pre-Award Compliance

Signature and Date: Karen Jensen Digitally signed by Karen Jensen  
Date: 2023.06.06 14:04:06 -0400

**By An Authorized Official of:  
Business and Economic Affairs**

Name: Taylor Caswell

Title: Commissioner

Signature and Date: Taylor Caswell 6/14/2023

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

Name: Mark W. Dell'Orfano

Title: Attorney

Signature and Date: Mark W. Dell'Orfano 06/14/2023

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Campus Authorized Official KJ  
Date 6/6/23

## EXHIBIT A

- A. Project Title:** New Hampshire Digital Equity Planning Grant Plan
- B. Project Period:** The project period shall commence upon approval of the Governor and Executive Council through June 30, 2024, a period of approximately one (1) year.
- C. Objectives:** By creating a Digital Equity Planning Grant Plan, the State will be able to address digital equity challenges that include; lack of fast and reliable broadband internet infrastructure, the inability to access broadband – either through affordability or lack of proper access devices, the need to provide meaningful digital literacy to represented populations, and finally, the resources to make these digital equity efforts sustaining.
- D. Scope of Work:** The Campus shall provide the following services specifically related to the State Digital Equity Planning Grant Program:
- A. Develop the State Digital Equity Plan of the State.**
- i. The plan shall include the following information:
    - a. Detailed understanding of the barriers that exist for the covered populations as noted in the NOFO;
    - b. Measurable objectives for the challenges identified in paragraph 2 of this narrative;
    - c. A rationale for these objectives and how they will impact the state’s economic, educational, public health, and civic institutions;
    - d. A narrative of its outreach process with the organizations that represent covered populations; and
    - e. A roadmap for ongoing engagement for the state can continue to engage with covered populations and its affiliated institutions;
  - ii. The plan shall also incorporate the following requirements:
    - a. A stated vision for digital equity;
    - b. A digital equity needs assessment, including a comprehensive assessment of the baseline from which the State is working and the State’s identification of the barriers to digital equity faced generally and by each of the covered populations in the State;
    - c. An asset inventory, including current resources, programs, and strategies that promote digital equity for each of the covered populations, whether publicly or privately funded, as well as existing digital equity plans and programs already in place among municipal, regional, and Tribal governments;
    - d. A coordination and outreach strategy, including opportunities for public comment by, collaboration with, and ongoing engagement with representatives of each category of covered populations within the State and with the full range of stakeholders within the State;
    - e. A description of how municipal, regional, and/or Tribal digital equity plans will be incorporated into the State Digital Equity Plan;
    - f. An implementation strategy that is holistic and addresses the barriers to participation in the digital world, including affordability, devices, digital skills, technical support, and digital navigation.
    - g. An explanation of how the implementation strategy addresses gaps in existing state, local, and private efforts to address the barriers identified pursuant to Section IV.C.1.b.i, item 1, of the NOFO;
    - h. A description of how the State intends to accomplish the implementation strategy with state and local agencies;
    - i. A timeline for implementation of the plan; and
    - j. A description of how the State will coordinate its use of State Digital Equity Capacity Grant funding and its use of any funds it receives in connection with the Broadband Equity, Access, and Deployment (BEAD) Program, other federal, or private digital equity funding.

**E. Deliverables Schedule:**

Number	Deliverable	Deadline
1.	NH Digital Equity Plan	September 22, 2023

**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.

Year	Salaries/Wages	Fringe	Travel	Supplies/Service	Facilities/Admin	TOTAL
Yr. 1 2023	\$78,845	\$26,505	\$3,034	\$360,950	\$41,882	\$511,216
Yr. 2 2024	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

Campus Authorized Official KJ  
Date 6/6/23

## 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 6/6/23

## 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

Contractor Name

Upon Governor & Executive Council Approval  
through June 30, 2024

Period Covered by this Certification

Karen Jensen Director of Pre-Award Compliance

Name and Title of Authorized Contractor Representative

Karen Jensen Digitally signed by Karen Jensen  
Date: 2023.06.07 12:51:47 -0400

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): NTIA State Digital Equity Planning Funds

Contract Period: Upon Governor & Executive Council Approval through June 30, 2024

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** Digitally signed by Karen Jensen  
Date: 2023.06.07 12:52:10 -04'00'

Contractor Representative Signature

**Director of Pre-Award Compliance**

Contractor Representative Title

**University of New Hampshire**

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 (1) (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** Digitally signed by Karen Jensen  
Date: 2023.06.07 12:52:34 -04'00'  
\_\_\_\_\_  
Contractor Representative Signature

**Director of Pre-Award Compliance**  
\_\_\_\_\_  
Contractor Representative Title

**University of New Hampshire**  
\_\_\_\_\_  
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** Digitally signed by Karen Jensen  
Date: 2023.06.07 12:52:58 -04'00'

**Director of Pre-Award Compliance**  
Contractor's Representative Title

Contractor Representative Signature

**University of New Hampshire**

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** Digitally signed by Karen Jensen  
Date: 2023.06.07 12:53:16 -04'00'

Contractor Representative Signature

**Director of Pre-Award Compliance**

Contractor Representative Title

University of New Hampshire

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 IIJA 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 Commerce or OMB regarding programs and activities developed by the Grantee from the use of IJA 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 Commerce 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** ( Digitally signed by Karen Jensen  
Date: 2023.06.07 12:53:35  
-04'00'

Director of Pre-Award Compliance

Contractor Representative Signature

Contractor Representative Title

University of New Hampshire

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) \$511,216.00
- 3) Business & Economic Affairs (BEA)
- 4) NAICS code for contracts / CFDA program number for grants
- 5) NTIA State Digital Equity Planning Funds, Infrastructure Investment and Jobs Act of 2021
- 6) Digital Equity Planning Grant Plan
- 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** Digitally signed by Karen Jensen  
Date: 2023.06.07 12:53:55 -04'00'

**Director of Pre-Award Compliance**

Contractor Representative Signature

Contractor Representative Title

University of New Hampshire

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: GBNGC495XA67

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?

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: _____