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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

May 8, 2014

Retroactive

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

NHRECOVERY  
putting new hampshire to work

ARRA  
FUNDS

REQUESTED ACTION

1) Authorize the Department of Resources and Economic Development, Division of Economic Development (DRED) to accept and expend a **RETROACTIVE** supplemental Amendment 01 grant award in the amount of \$15,574 from the University of New Hampshire (UNH) to support the position of Director of Broadband and Technology Planning and Development from July 1, 2013 through June 30, 2014. The original UNH sub-grant #11-136 award was approved by the Governor and Executive Council on June 5, 2013, Item #126. 100% Agency Income.

Funding to be budgeted in account titled, Broadband Technical Opportunities, as follows:

03-35-35-359910-08030000 BROADBAND TECH OPPORTUNITIES		FY 2014 CURRENT BUDGET	REQUESTED ACTION	FY 2014 REVISED BUDGET
009-401754	Agency Income	(82,677)	(15,574)	(98,261)
020-500249	Current Expenses	1,000	0	1,000
030-500311	Equipment - New/Replacement	1,731	0	1,731
059-500117	Salary Temp Full Time	63,408	0	63,408
060-500611	Benefits	12,048	15,574	27,622
070-500706	In-State Travel Reimbursement	2,000	0	2,000
080-500717	Out-of-State Travel Reimbursement	2,500	0	2,500
<b>Total:</b>		<b>82,677</b>	<b>15,574</b>	<b>98,261</b>

2) Further authorize DRED to enter into a **RETROACTIVE** amendment to the agreement with UNH for the purpose of promoting the State of New Hampshire's technology development and telecommunication planning initiatives from July 1, 2013 through June 30, 2014. The original agreement was approved by the Governor and Executive Council on June 5, 2013, Item #126.

EXPLANATION

UNH is the recipient of American Recovery and Reinvestment Act Grant No. 33-50-M09048 from the US Department of Commerce. The sub-grant award #11-136 is for DRED's oversight and involvement in the New Hampshire Broadband Mapping and Planning Program in a leadership and capacity building role for the period of July 1, 2013 through June 30, 2014. The purpose of the sub-grant #11-136 award is to support the Department's Director of Broadband Technology Planning and Development position established by Chapter 197, Laws of 2009. This position coordinates the State of New Hampshire's telecommunications policy planning initiatives by

...serving as a member of the Telecommunications Policy Planning and Development Advisory Committee (TAB) established in RSA 12-A:46, maintaining a state telecommunications resource website, and working with regional partners from the private and public sector to coordinate efforts to provide increased interoperable advanced telecommunications systems throughout the state with the goal of providing affordable and accessible broadband to our residents. In partnership with GRANIT at UNH, with Fay Rubin as the Principal Investigator of the mapping project, the program office will support mapping efforts and coordinate awareness of the findings to the TAB, state agencies, private business, and residential consumers. An on-going effort will be to further develop relationships with service providers to keep abreast of new deployments in the state. As an intended outcome of the mapping, NH will be able to identify those areas not served or underserved with regards to broadband and provide resources to fill the gaps

It was not brought to our attention until recently that there was insufficient funding to cover changes to the benefits portion of the position. The Department now requests retroactive approval to amend the agreement with UNH and to accept and expend the supplemental grant award for additional funding to cover the benefits of the Director of Broadband and Technology Planning position and to correct this oversight.

The following additional appropriation is being requested for Fiscal Year 2014:

Class 060 – Benefits \$15,574, amount needed to cover benefits of the current position.

The following information is provided in accordance with the ARRA Funding and Fiscal and Governor and Council Item Content instructional memorandum dated May 12, 2009:

1. What is the funding to be used for? *The funding will be used to fund the position and activities of the Director of Broadband Technology.*
2. Who is being served by the increase in funding and how many people are impacted? *The position and activities will serve to enhance the community development and reporting of broadband availability in rural areas of NH.*
3. How many people are to be served? *The exact number is unknown but based on population counts from the 2010 census as many as 330,000 people could be served.*
4. What is the impact on jobs in New Hampshire, if known? *700 jobs are estimated to be created directly and indirectly through the grant funding and enhanced availability of broadband.*
5. What job skills are being enhanced in the workforce through the receipt of additional funding or new programs, if any? *Opportunities and access to health care, government, and education services.*
6. Do the new funds supplant or supplement existing program funding? *The new funds supplement an existing grant award.*
7. What are the projected outcomes of the program? *Building capacity for Broadband to rural areas of NH.*
8. If pass-thru funding from the state agency, please include list of dollars to be sub-granted to each NH community if available or known. If matching funds are to be provided, note clearly the source of the match and responsible party. *N/A*

In Fiscal Year 2015, the Director's position is supported by General Funds.

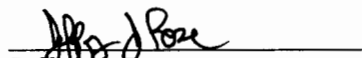
Submitted by,

Concurred,

*TR*



Carmen Lorentz  
Director



Jeffrey J. Rose  
Commissioner

State of New Hampshire  
Department of Resources and Economic Development

**FISCAL SITUATION**

03-35-35-359910-08030000 Broadband Tech Opportunities

Original Grant Award	\$82,687
Supplemental Grant Award	<u>\$15,574</u>
Total Appropriation	\$98,261

AMENDMENT NUMBER 01  
TO SUBCONTRACT NUMBER 11-136  
BETWEEN THE UNIVERSITY OF NEW HAMPSHIRE  
AND  
THE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

The purpose of this amendment is to provide additional funding in the amount of \$15,574 for Subcontractor's continued performance under this Agreement and to incorporate the updated budget included herewith as Exhibit II.a.

Therefore,

1. Article 4 - Cost & Limitation of Obligation - is increased by additional funding in the amount of \$15,574, to replace the existing budget with the budget included herewith as Exhibit II.a, and is revised to read:

"The total estimated cost to University for the performance of this work must not exceed \$98,261. Subcontractor will provide cost share totaling \$107,276 in kind. Subcontractor's budget is incorporated into this Agreement and attached to this document as Exhibit II.

Total funds in the amount of \$98,261 have been allotted and are available for payment of allowable costs incurred from January 1, 2011 through December 31, 2014. University will not reimburse Subcontractor for costs exceeding the amount specified in this paragraph."

2. All other terms and conditions remain unchanged.

In Witness Whereof, the parties agree to this amendment to the subcontract.

UNIVERSITY OF NEW HAMPSHIRE

THE DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT



Name: 

Lisa Scigliano

Title: 

Sr. Grant & Contract Administrator,  
Sponsored Programs Administration

Date: 05/06/14

Date: 4/15/14



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION OF ECONOMIC DEVELOPMENT  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341  
 FAX: 603-271-6784  
 www.nheconomy.com

May 13, 2013

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



**REQUESTED ACTION**

1) Authorize the Department of Resources and Economic Development, Division of Economic Development to accept and expend a sub-grant award in the amount of \$82,687 from the University of New Hampshire (UNH) to support the position of Director of Broadband and Technology Planning and Development from July 1, 2013 through June 30, 2014. 100% Agency Income (Federal ARRA Funds)

Funding to be budgeted in account titled, Broadband Technical Opportunities, as follows:

<b>03-35-35-359910-08030000 Broadband Technical Opportunities</b>		<b>FY 2014 Requested Budget</b>
009-401754	Agency Income	\$(82,687)
020-500200	Current Expenses	1,000
030-500311	Equipment New / Replacement	1,731
059-500117	Temp Full Time	63,408
060-500611	Benefits	12,048
070-500707	In-State Travel Reimbursement	2,000
080-500717	Out-of-State Travel Reimbursement	2,500
<b>Total:</b>		<b>\$82,687</b>

2) Further authorize the Department to enter into a **RETROACTIVE** agreement with the University of New Hampshire for the purpose of promoting the State of New Hampshire's Broadband Mapping and Planning Program from January 1, 2011 through December 31, 2014.

**EXPLANATION**

UNH is the recipient of a \$1.7 million American Recovery and Reinvestment Act (ARRA) Grant No. 33-50-M09048 and a supplemental award of \$6.1 million from the US Department of Commerce for a project entitled "State Broadband Data and Development Grant Program." The sub-grant award from UNH is for the Department's oversight and involvement in the State of New Hampshire's Broadband Mapping and Planning Program in a leadership and capacity building role.

The purpose of the sub-grant award is to support the Department's Director of Broadband Technology Planning and Development position established by Chapter 197, Laws of 2009. This position currently coordinates the State of New Hampshire's telecommunications policy planning initiatives by serving as a member of the Telecommunications Policy Planning and Development Advisory Committee (TAB)



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DIVISION OF ECONOMIC DEVELOPMENT 603-271-2341

established in RSA 12-A:46, maintaining a state telecommunications resource website, and working with regional partners from the private and public sector to coordinate efforts to provide increased interoperable advanced telecommunications systems throughout the state with the goal of providing affordable and accessible broadband to our residents. In partnership with GRANIT at UNH, the program office will support mapping and planning efforts, and coordinate awareness of the findings to TAB, state agencies, private business, and residential consumers. An on-going effort will be to further develop relationships with service providers to keep abreast of new deployments in the state. As an intended outcome of the mapping, NH will be able to identify those areas not served or underserved with regards to broadband and provide resources to fill the gaps. As a result of the planning and technical assistance efforts of the grant regional broadband plans will be developed and a statewide broadband plan will be delivered by the Regional Planning Commissions to the TAB.

The following appropriations are being requested for Fiscal Year 2014:

Class 020 – Current Expenses \$1,000, amount needed for supplies, telecommunication resource website, and miscellaneous;

Class 030 – Equipment New / Replacement \$1,731, amount needed for technology upgrades;

Class 059 – Salary Temp Full Time \$63,408, amount needed for the existing position's salary;

Class 060 – Benefits \$12,048, amount needed for the existing position's benefits;

Class 070 – In-State Travel Reimbursement \$2,000, amount needed for in-state travel, registrations for meetings/workshops, and miscellaneous; and

Class 080 – Out-of-State Travel Reimbursement \$2,500, amount needed for out-of-state travel, registrations for meetings/workshops, and miscellaneous.

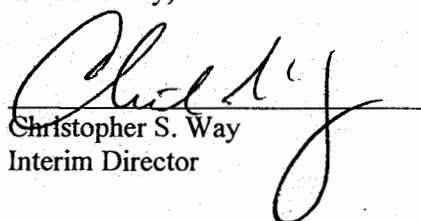
The following information is provided in accordance with the ARRA Funding and Fiscal and Governor and Council Item Content instructional memorandum dated May 12, 2009:

1. What is the funding to be used for? *The funding will be used to fund the position and activities of the Director of Broadband Technology.*
2. Who is being served by the increase in funding and how many people are impacted? *The position and activities will serve to enhance the community development and reporting of broadband availability in rural areas of NH.*
3. How many people are to be served? *The exact number is unknown but based on population counts from the 2010 census as many as 330,000 people could be served.*
4. What is the impact on jobs in New Hampshire, if known? *700 jobs are estimated to be created directly or indirectly through the grant funding and enhanced availability of broadband.*
5. What job skills are being enhanced in the workforce through the receipt of additional funding or new programs, if any? *Opportunities and access to health care, government, and education services.*
6. Do the new funds supplant or supplement existing program funding? *The funding is part of the new grant award.*
7. What are the projected outcomes of the program? *Building capacity for broadband to rural areas of NH.*
8. If pass-thru funding from the state agency, please include list of dollars to be sub-granted to each NH community if available or known. If matching funds are to be provided, note clearly the source of the match and responsible party. *N/A*

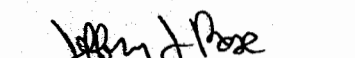
The Director of Broadband Technology first applied for funding with the UNH/Network NH Now Grant as a partner on the fiber infrastructure build throughout 10 counties in NH which was awarded in June 2010. These grant funds covered the position from July 1, 2010 through June 30, 2013. However in September of 2010 a second notice was received that funding had also been secured in a round 2 supplemental grant award under the Broadband Data and Development Grant Program for 4 years. Due to double funding during this period, a grant revision was prepared and received to fund the position from July 1, 2013 through June 30, 2014 instead. Since the agreement with UNH for funding was not needed until FY2014 it was never submitted to Governor and Executive Council for approval although it should've been because the agreement did provide for a match. The Department is now seeking retroactive approval to correct this oversight. Please note that all ARRA and UNH reporting requirements under the agreement are current.

In the event that grants or Federal Funds are no longer available, General Funds will not be requested to continue support of this program.

Submitted by,

  
Christopher S. Way  
Interim Director

Concurred, *AM*

  
Jeffrey J. Rose  
Commissioner

State of New Hampshire  
Department of Resources and Economic Development

**FISCAL SITUATION**

03-35-35-359910-08030000 Broadband Tech Opportunities

Total Sub-Grant Award	<u>\$82,687</u>
FY 2014 Appropriation Request	\$82,687



## **Agreement No. 11-136**

This agreement is entered into by and between the University of New Hampshire ("University"), and the Department of Resources and Economic Development ("Subcontractor").

### **RECITALS**

University is the recipient of American Recovery and Reinvestment Act Grant No. 33-50-M09048 (CFDA No. 11.558) ("Prime Agreement") from Department of Commerce ("Federal Awarding Agency") (a.k.a. "Government").

The Prime Agreement provides for collaborative effort by Subcontractor to be implemented through appropriate contractual arrangements.

Subcontractor agrees to participate in the manner, and for the consideration, described in this document.

NOW THEREFORE, the parties agree to the following terms:

### **SPECIAL PROVISIONS**

#### **Article 1 – Statement of Work**

The Subcontractor shall, as an independent contractor, provide all labor, materials, equipment and facilities necessary to accomplish the work required under this Agreement, as described in the Statement of Work incorporated into this Agreement and attached to this document as Exhibit I.

The Subcontractor represents that all work and services it provides under this Agreement will conform to high professional standards in the field.

#### **Article 2 – Period of Performance**

The period of performance for this Agreement is from January 1, 2011 through December 31, 2014. Expenditures incurred prior to the beginning date or subsequent to the end date are not allowable costs.

#### **Article 3 - Key Personnel**

The Subcontractor's project director, Carol Miller, is considered Key Personnel and may not be replaced without prior University Approval.

#### **Article 4 - Cost & Limitation of Obligation**

The total estimated cost to University for the performance of this work must not exceed \$82,687. Subcontractor will provide cost share totaling \$107,276 in kind. Subcontractor's budget is incorporated into this Agreement and attached to this document as Exhibit II.

Total funds in the amount of \$82,687 have been allotted and are available for payment of allowable costs incurred from January 1, 2011 through December 31, 2014. University will not reimburse Subcontractor for costs exceeding the amount specified in this paragraph.

#### **Article 5 - Allowable Costs**

For the performance of the tasks described in Article I of this Agreement, University will pay those of Subcontractor's costs that are determined to be allowable in accordance with:

- A) The cost principles applicable to Subcontractor's type of organization:
- OMB Circular A-21: Institutions of higher education
  - OMB Circular A-87: State, Local and Federally Recognized Indian Tribal Governments
  - OMB Circular A-122: Nonprofit organizations
  - 45 CFR 74, Appendix E: Hospitals
  - 48 CFR Subpart 31.2: For-Profit (commercial) organizations

Fringe benefits and indirect costs will be reimbursed in accordance with Subcontractor's most recent negotiated rate agreement and in accordance with Subcontractor's institutional policies. Subcontractor shall provide University one copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency.

B) The budget included in this document as Exhibit II.

C) The terms of this Agreement.

#### **Article 6 - Payment**

Subcontractor may submit invoices to University at least quarterly but not more frequently than monthly. Invoices must show the period for which

reimbursement is being requested and must itemize the costs by budget category as shown on the budget, Exhibit II. The invoice must show "current" and "cumulative" costs. University will pay properly submitted invoices within 30 days of receipt. Subcontractor shall submit its final invoice, which must be marked "Final," no later than 60 days after the ending date of this Agreement as specified in **Article 2 - Period of Performance**. The final invoice will be used as Subcontractor's final report of expenditures.

Subcontractor shall reference the Agreement Number on its invoices and mail the invoices to:

Jessica Wixson Shaw  
IT Business Service Center  
University of New Hampshire  
105 Main Street  
Thompson Hall, Room 303  
Durham, NH 03824  
603-862-2566; [jessica.wixson@unh.edu](mailto:jessica.wixson@unh.edu)

Upon request by University, Subcontractor shall refund any payments received for what are, as a result of a Federal or University audit, determined to be unallowable expenditures. Subcontractor, however, has the right to establish allowability of any such expenditures. University may withhold payment of the final invoice pending receipt of the Final Report, as referred to in **Article 10 - Reports**, by University's Project Director and/ or resolution of any audit findings.

#### **Article 7 - Rebudgeting**

The Subcontractor is authorized to rebudget funds in accordance with the General Provisions incorporated into this Agreement and attached to this document as Exhibit III. University approval is required for rebudgeting that requires prior approval under the terms of the General Provisions. All requests for rebudgeting approval must be directed to the Authorized University Representative identified in **Article 16 - Notices**.

#### **Article 8 - Equipment: Vesting & Reporting**

The Subcontractor may retain title to all equipment purchased under this Agreement, subject to the conditions of the Prime Agreement attached to this document as Exhibit III. The Subcontractor shall, within 30 days of the expiration of this Agreement, submit a final report of equipment purchased under this Agreement (including negative reports) to the Authorized University Representative identified in **Article 16 - Notices**.

## **Article 9 - Records & Audit**

Subcontractor agrees to comply with the requirements of OMB Circular A-133 and further agrees to provide University with copies of any independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, Subcontractor shall also provide University copies of responses to auditors' reports and plans for corrective actions. The Subcontractor shall cooperate with University to ensure that corrective actions address instances of non-compliance to the satisfaction of University.

Subcontractor may not receive payment for work done under this Agreement prior to providing notice of compliance with OMB Circular A-133. Such notice will be provided to the Authorized University Representative identified in **Article 16 - Notices** prior to the submission of any invoices and yearly thereafter for the duration of the Period of Performance.

Subcontractor shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to the Agreement. All records of this Agreement must be available for inspection by representatives of University and/ or the Federal Government at the regular place of business of Subcontractor during normal business hours. All records of this Agreement must be retained for a period of three years with the following qualifications:

- A. The retention period starts from the date of FINAL PAYMENT made to Subcontractor by University under this Agreement.
- B. Records related to any audit initiated prior to the expiration of the three-year period must be retained until the audit findings involving the records have been resolved.

## **Article 10 - Reports**

Subcontractor shall participate in monthly meetings, both technology-enabled and face-to-face, and prepare monthly status reports using templates provided by the University project director. In addition, within 45 days of the expiration of this Agreement, Subcontractor shall provide a final programmatic report to the University project director, and, for multi-year projects, Subcontractor shall provide an annual progress report to the University project director no later than 30 days prior to the Agreement's anniversary date. Subcontractor's reports will

include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement. University's project director is entitled to request submission of additional progress reports on a schedule agreeable to Subcontractor's project director.

In addition, Subcontractor shall comply with the additional reporting requirements under the American Recovery and Reinvestment Act of 2009 as defined in the special terms and conditions attached as Exhibit III. Subcontractor will submit an ARRA Reporting form, attached as Exhibit IV, to the University **within 5 days at the end of each calendar quarter: January 5, April 5, July 5, and October 5.** Failure to provide acceptable reporting by the due date may result in suspension or termination of this award.

### **Article 11 - Publication & Copyright**

Subject to the provisions of the Prime Agreement, publication of the results obtained from work funded under this Agreement is encouraged and Subcontractor may copyright material that is developed by its staff in the course of or under this Agreement. The Subcontractor agrees to grant to the Federal Government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement. The Subcontractor also grants University a royalty free, non-exclusive, and irrevocable license to use any data, copyrighted material (including computer programs) or know-how developed under this Agreement for the purpose of allowing University to meet its reporting/ deliverables obligations under the Prime Agreement. All publications must cite the source of support and indicate that the findings, opinions and recommendations they express therein are those of the author and not necessarily those of University or of the Federal Awarding Agency.

### **Article 12 – Inventions**

Subject to the provisions of the Prime Agreement, rights of ownership and disposition of inventions made under this Agreement will be governed in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", which is incorporated in this Agreement by reference to the same extent as if provided in full text.

### **Article 13 – Termination**

University is entitled to terminate this Agreement, upon written notification to the Subcontractor, for convenience of either University or Subcontractor or because of Subcontractor's default or failure to:

- Accomplish the work required under this Agreement within the time specified as the Period of Performance or any extension of the Period of Performance.
- Make progress, so as to endanger University's performance of the Prime Agreement.
- Correct any breach of this Agreement within a reasonable time after having been advised of such breach.

In the event of termination, Subcontractor will be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of notice of termination.

Termination of this Agreement for any reason will not affect the rights and obligations of either party accrued prior to the termination of this Agreement, including rights and remedies provided by law for default or failure to perform.

#### **Article 14 - Disputes**

Any dispute arising under this Agreement which cannot be resolved by mutual consent of the parties to this Agreement may be settled by mediation, arbitration at the parties' mutual agreement, or other appropriate legal proceedings. Pending the resolution of any such proceedings, Subcontractor shall, at University's discretion, proceed diligently with the performance of this Agreement.

#### **Article 15 – Hold Harmless**

Each party to this Agreement assumes all risk of personal injury and property damage attributable to the negligent acts or omissions of its personnel.

#### **Article 16 - Notices**

Communications concerning Subcontractor's performance under this Agreement will be directed to University's project director at the following address:

**Scott Valcourt  
Information Technology  
5 Hamilton Smith Hall  
95 Main Street  
Durham, NH 03824**

Fay Rubin  
Complex Systems Research Center  
Morse Hall, Room 447  
8 College Road  
Durham, NH 03825  
603-862-4240; [Fay.Rubin@unh.edu](mailto:Fay.Rubin@unh.edu)

Communications concerning contractual and administrative aspects of this Agreement will be directed to University's Grant & Contract Administrator at the following address:

Lisa Scigliano  
Senior Grant and Contract Administrator  
University of New Hampshire – Sponsored Programs Administration  
Service Building – 51 College Road  
Durham, NH 03824  
603-862-0529; [Lisa.Scigliano@unh.edu](mailto:Lisa.Scigliano@unh.edu)

#### **Article 17 – Use of Name**

Neither Subcontractor nor University may make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party.

#### **Article 18 - Certifications**

**Debarment and Suspension (E.O.s 12549 and 12689)** – The Subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Subcontractor is unable to certify to this statement, it shall attach an explanation to this Agreement, and, at University's option, University may void this Agreement. Subcontractor shall promptly notify University if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Equal Employment Opportunity** – The Subcontractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(Agreements in excess of \$100,000)**

**Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – The Subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

**(Agreements of \$100,000 or more)**

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – The Subcontractor certifies, to their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, 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 obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- If any funds other than Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, 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 obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Subcontractor shall require that the language of this certification be included in the award documents of all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

**Human Subjects and Animal Welfare** - Subcontractor assures that adequate safeguards will be taken whenever using vertebrate animals or human subjects in research or training projects, and that an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human or animal subjects has reviewed and approved the projects. Subcontractor shall abide by all applicable regulations of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture regarding the use of human or animal subjects and comply with state and local laws.

**(For construction or repair agreements in excess of \$2000)**

**Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – The Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.



874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**(When required by Federal legislation, for construction agreements over \$2000) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -** The Subcontractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

**(All construction agreements in excess of \$2000 and all other agreements in excess of \$2500 that involve the employment of mechanics or laborers) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) –** The Subcontractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

#### **Article 19 - General Provisions**

All applicable requirements, regulations, provisions, terms and conditions of the Prime Agreement are included as Exhibit III to this document and are hereby adopted in full force and effect to the relationship between University and Subcontractor. References to Contractor or Recipient in Exhibit III will be taken to mean Subcontractor; references to the Government or Federal Awarding Agency in Exhibit III will be taken to mean Government/ Federal Awarding Agency or University or both, as appropriate.

#### **Article 20 - Assignment**

Subcontractor shall not assign, delegate or otherwise transfer, either in whole or in part, any of its rights or obligations under this Agreement without the prior written approval of University.

#### **Article 21 – Order of Precedence & Severability**

In the event of conflict between the Special and General Provisions in this Agreement, the Special Provisions shall prevail over the General Provisions.

In the event that any part of this Agreement is held to be unenforceable or invalid in any court of competent jurisdiction, then said part must be deleted or modified, as necessary, to render the remainder of this Agreement valid and enforceable.

Article 22 – Entire Agreement

This Agreement is the entire agreement between Subcontractor and University regarding this collaborative effort and supersedes and replaces 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 of New Hampshire and the Department of Resources and Economic Development have executed this Agreement.

By An Authorized Official of:

UNIVERSITY OF NEW HAMPSHIRE



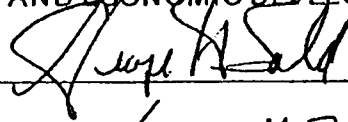
Lisa Scigliano

Sr. Grant & Contract Administrator

Date: 9/19/11

By An Authorized Official of:

DEPARTMENT OF RESOURCES  
AND ECONOMIC DEVELOPMENT



Name: George M. Bald

Title: COMMISSIONER

Date: 8/30/11

**Exhibit I**  
**SUBCONTRACT AGREEMENT #11-136**

**Statement of Work**

(see attached)

## Statement of Work

### State of New Hampshire Department of Resources and Economic Development

STATE OF NEW HAMPSHIRE BROADBAND LEADERSHIP AND COORDINATION – Under the state director’s leadership and in partnership with the New Hampshire Community Development Finance Authority (CDFFA), a demand stimulation and aggregation program will be created to mobilize key stakeholders to make in-kind and financial commitments to increase broadband penetration on a targeted community-by-community basis. The program would assemble a resource panel and create a Broadband Sustainability Fund (BSF) to assist with financing for areas that need service.

New Hampshire has broadband available in major centers of all 10 counties, but little or no broadband service available to small towns, and remote pockets that lie just outside of the service providers’ footprints. Many agencies, partners, and legislators have targeted their efforts to expanding deployment activities, but there needs to be coordination and advocacy for broadband at the highest State levels.

Through the efforts of the New Hampshire Department of Resource and Economic Development (DRED), the State’s Telecommunications Advisory Board (TAB), the Public Utilities Commission (PUC), and others, a Broadband Action Plan was developed to address broadband in NH in June 2008. A major finding of this report was the need for the position providing oversight of all broadband activities at the State level. Subsequently, the position of director of Broadband Technology was established by legislation in June 2009. This position is currently funded by the Governor’s Office, through the use of discretionary monies; however, that funding will lapse on December 31, 2010. There are no additional funds available now, or in the foreseeable future, to continue funding the position.

Beyond the state director of Broadband Technology, there are no additional staff personnel to support the groundwork that needs to be coordinated, applied and accomplished to affect the change in broadband needed in New Hampshire.

#### SOLUTION:

A centralized leadership plan will address the challenge of ensuring that citizens and organizations of New Hampshire get service and have adequate levels of broadband to compete in the 21st century economy. It will provide a consistent and sustainable framework of: evaluating best practices, encouraging public-private partnerships where necessary, and influencing both the supply and demand dynamics in the State.

Under the Director’s leadership and in partnership with the New Hampshire Community Development Finance Authority (CDFFA), a demand stimulation and aggregation program will be created to mobilize key stakeholders to make in-kind and financial commitments to increase broadband penetration on a targeted community-by-community basis. The program would assemble a resource panel and create a Broadband Sustainability Fund (BSF) to assist with financing for areas that need service.

#### Timeline of 4 Year Plan:

##### Year 1

- Q1 1. Maintain an independent function to provide leadership and coordination of Broadband at the State of New Hampshire.
2. Restructure and Refocus the Telecommunications Advisory Board (TAB)
- Q2 3. Create a resource panel to identify new financial resources and identify regions that need help to support broadband initiatives.
4. Support efforts to provide broadband to all libraries, schools, and town halls.
- Q3 5. Coordinate and promote the use of Universal Service Funding for Rural Health Care Organizations and Schools and Libraries in NH.
6. Create a tool kit and Broadband Sustainability Fund (BSF) for communities.
- Q4 7. Align broadband initiatives with the Governor's Smart Growth Policy.
8. Work with NH Legislators and the Department of Revenue Administration to create a state universal service fund and tax credits for providers.
9. Work with NH Legislators on policy and legislation regarding Broadband.

#### Year 2

- Q1 1. Continue to foster a cooperative relationship with broadband vendors.
2. Investigate legislation to provide tax credit incentives to service providers.
- Q2 3. Work with State Government to create a buying consortium.
4. Work with Department of Safety on updated data for mapping beyond the grant.
- Q3 5. Collaborate on Memorandums of Understanding with State Agencies to share facilities with private sector.
6. Remove barriers to State Right of Way (ROW).
- Q4 7. Take advantage of the State's location to identify new backhaul infrastructure.
8. Work with NH Legislators on policy and legislation regarding Broadband.

#### Year 3

- Q1 1. Improve utility pole access.
2. Streamline the wireless facility siting process.
- Q2 3. Provide incentives for last mile deployment in unserved and underserved areas.
4. Leverage existing resources to support the Broadband Action Plan.

- Q3 5. Develop model permitting standards collaboratively with local government.
- 6. Engage local government in developing and supporting broadband initiatives.
- Q4 7. Seek to Leverage financing for last mile pilot projects.
- 8. Work with NH Legislators on policy and legislation regarding Broadband.

Year 4

- Q1 1. Evaluate State Government opportunities by creating a database to leverage state resources.
- 2. Improve coordination of broadband initiatives and outreach throughout the state.
- Q2 3. Participate in broadband and digital literacy awareness programs.
- 4. Monitor and seek ways to improve the State's national rankings for broadband.
- Q3 5. Contribute to a broadband website for users, providers and researchers.
- 6. Evaluate the feasibility of implementing a school laptop and computer program.
- Q4 7. Evaluate the long term ownership – creating a broadband entity beyond 2014.
- 8. Work with NH Legislators on policy and legislation regarding Broadband.

On-going

- 1. Provide consistent and regular opportunities for citizens to provide feedback to the TAB via ongoing regional forums and electronic communications.
- 2. Engage regional planning commissions to update data and coordinate broadband information.
- 3. Act as the point person for broadband in regards to economic development and business recruitment in NH.
- 4. Provide support to the Governor's Office and State Agencies on Broadband.
- 5. Engage resource panel to continue to look for grants to support improved Broadband Access by community, region, and state-wide.
- 6. Partner with education efforts to support broadband and digital literacy awareness programs.
- 7. Monitor and support Granit/UNH with the State of New Hampshire Mapping Project.
- 8. Resource Panel will move from region to region to identify communities and for next broadband deployments.

Annually

1. Organize and promote an annual Telecom Summit for providers, legislators, and constituents to showcase broadband technology uses and get feedback on broadband initiatives.
2. Measure the success of the Broadband Action Plan recommendations through a yearly survey.
3. Adapt and align Broadband Action Plan recommendations for future developments in technology.
4. Review the work of the Resource Panel by a community-by-community interview.

#### OUTCOMES AND BENEFITS:

The Telecommunications Advisory Board (TAB) will meet at a minimum, twice a year. Sub Committee meetings and work will take place as needed. Made up of industry experts, legislators, residential and business consumers, the TAB will continue to evaluate and drive the initiative while the Director of Broadband Technology follows through on the recommendations set forth in the Broadband Action Plan. The TAB will report findings and recommendations to New Hampshire Legislators on policy issues surrounding the industry through the Director that can be used in policy and decision making.

In partnership with GRANIT at UNH, with Fay Rubin as the Principal Investigator of the mapping project, the program office will support mapping efforts and coordinate awareness of the findings to the TAB, state agencies, private business, and residential consumers. An on-going effort will be to further develop relationships with service providers to keep abreast of new deployments in the state. As an intended outcome of the mapping, NH will be able to identify those areas not served or underserved with regards to broadband and provide resources to fill the gaps.

Access and coordination of financial resources and revolving loan funds will help deployment in unserved and underserved areas of the state. Public-private partnerships in communities of need will provide opportunities for collaboration, innovation, and capital to those providers who can get the job done. The program office will work with private sector vendors to ensure that public sector entities do not impede private investment that will expand broadband services in New Hampshire. In addition a state universal service fund and tax credit incentives for business will be available for companies to build out network infrastructure where the return on investment is less than desirable.

The State of New Hampshire will utilize broadband best practices learned from other states and nations, seek to “connect the dots” of its existing broadband initiatives, and identify the most efficient ways to maintain and improve its position as a regional leader in economic growth, innovation, and technology access by developing broadband policies and initiatives that enhance the State’s digital communications infrastructure, access, and affordability.

In a coordinated effort, an intra-agency database will be created to track and communicate opportunities to leverage state resource when proposing new communications deployments. State Government will have opportunities to realize cost savings and improve operational efficiencies that could help alleviate some of the current budget challenges. These include, but are not limited to, an increased utilization of broadband technologies such as video conferencing, and an opportunity to upgrade state communications technologies.

**Exhibit III**  
**SUBCONTRACT AGREEMENT #11-136**

**Terms and Conditions**

(see attached)



ACCOUNTING CODE

\*\* See Attached\*\*

**FINANCIAL ASSISTANCE AWARD**

RECIPIENT NAME

University of New Hampshire

AWARD NUMBER

33-50-M09048

STREET ADDRESS

8 College Road Morse Hall

FEDERAL SHARE OF COST

\$1,735,715.00

CITY, STATE ZIP

Durham, NH 03824

RECIPIENT SHARE OF COST

\$443,917.00

AWARD PERIOD

01/01/2010 - 12/31/2014 \*

TOTAL ESTIMATED COST

\$2,179,632.00

AUTHORITY

P.L. 110-385

CFDA NO. AND PROJECT TITLE:

11.558 American Recovery and Reinvestment Act - SBDD - University of New Hampshire

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

X Department of Commerce Financial Assistance Standard Terms and Conditions (March 2008)

X Special Award Conditions

X Line Item Budget

X 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations

15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments

X OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122, Cost Principles for Nonprofit Organizations

48 CFR Part 31, Contract Cost Principles and Procedures

X OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

X Other(s) \* Multi-year Grant, see SAC#6; DoC ARRA Award Terms attached.

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Joyce Brigham

*Joyce F. Brigham*

TITLE

GRANT OFFICER

DATE

4/4/10

TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

TITLE

DATE

Award Number: 33-50-M09048, Amendment Number 0

Federal Program Officer: Anne Neville

Requisition Number: M09048

Employer Identification Number: 026000937

Dun and Bradstreet Number: 111089470

Recipient ID:

Requestor ID:

Treasury Account Symbol (TAS): 0554

**Award ACCS Information**

Bureau	FCFY	Project-Task	Organization	Object Class	Obligation Amount
61	2010	4805011-300	06-10-0000-00-00-00-00	41-19-00-00	\$1,735,715.00

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