March 17, 2010

Broadband Technology Opportunities Program
National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW
HCHB, Room 4887
Washington, DC 20230

The collaboration with the **University of New Hampshire** (UNH), aims to lower the cost of telecom and Internet services for homes, businesses, and anchor institutions in throughout New Hampshire. Target investments in Middle Mile telecommunications infrastructure enabled through **application 4248** will accelerate the adoption of broadband in unserved and underserved communities.

This project is synergistic with **WiValley's application 5768**, "Last Mile Broadband for Rural Communities in Southwestern NH", which requests funding for equipment and staff to connect 2,950 new subscribers to wireless broadband over 36 months. It is also synergistic with **WiValley's application 5767**, "Accelerated Broadband Adoption for Rural Communities in Southwestern NH", which will enable those subscribers to afford wireless broadband access as it becomes available.

WiValley emphasizes the affordable delivery of sustainable end-user broadband services to unserved and underserved residences, businesses, and anchor institutions throughout Southwestern New Hampshire. We recognize that the Middle Mile infrastructure and buildout of fiber proposed by the application would have numerous benefits to last mile solution providers including:

- Reliability and affordable access to broadband
- Efficient transportation of data from one location to another throughout the region
- The establishment of alternatives to incumbent providers whose fees for fiber access currently limit or exclude competition

The project will provide strategic access to fiber based bandwidth alternatives originating from Manchester, Boston Springfield, as well as increased reliability, speed and options for unserved and underserved homes, businesses and institutions that are not being reached with wireline technology (DSL and cable). Access to the Internet is essential for the economic development of the region. It will help create jobs and bring in revenue from outside the region. It will enable anchor institutions to better serve their communities.

WiValley is committed to collaboration with other Internet service providers, local and state governments and regional business support organizations. We are committed to providing reliable and affordable Internet technology at the fastest speeds. We recognize similar commitments in the **UNH application 4248, Network New Hampshire Now**.

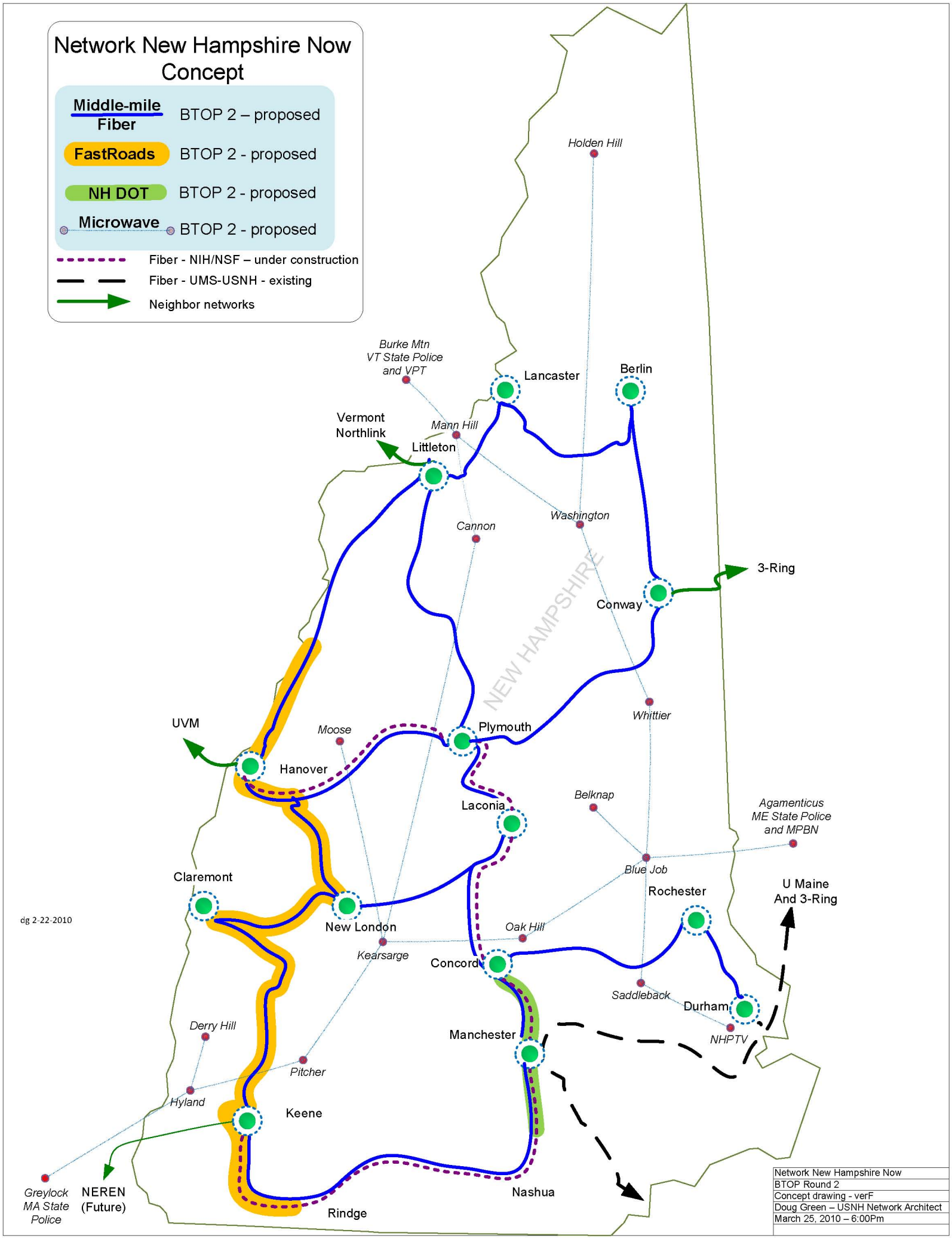
Sincerely,

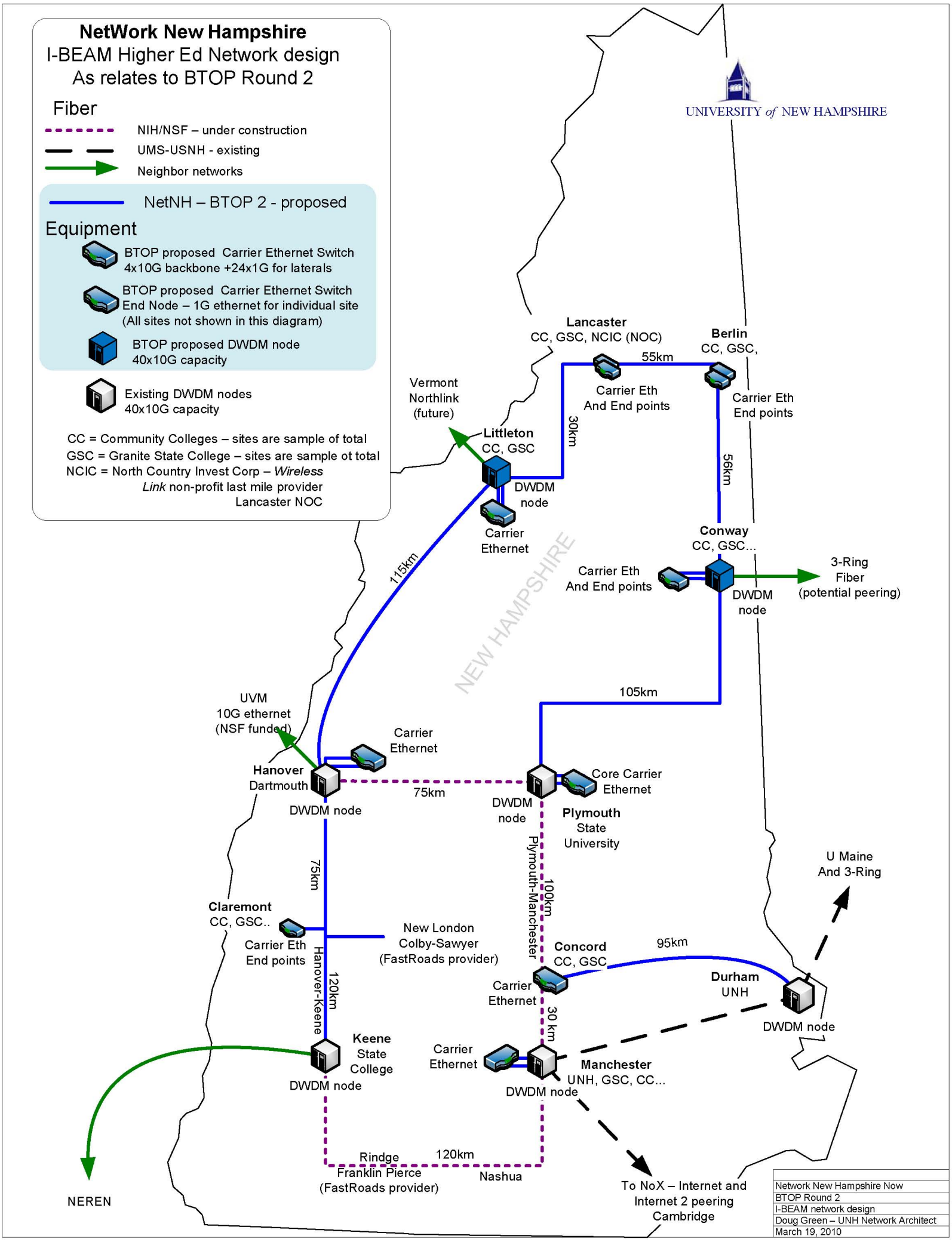
Brian Foucher
President
WiValley, Inc.

[redacted]

[redacted]

[redacted]


Network New Hampshire Now Concept
Middle-mile Fiber
BTOP 2 – proposed
FastRoads
BTOP 2 - proposed
NH DOT
BTOP 2 - proposed
Microwave
BTOP 2 - proposed
Fiber - NIH/NSF – under construction
Fiber - UMS-USNH - existing
Neighbor networks
Holden Hill
Burke Mtn
VT State Police
and VPT
Lancaster
Berlin
Vermont
Northlink
Mann Hill
Littleton
Washington
Cannon
3-Ring
Conway
NEW HAMPSHIRE
Whittier
UVM
Moose
Plymouth
Hanover
Belknap
Laconia
Agamenticus
ME State Police
and MPBN
Blue Job
Claremont
Rochester
U Maine
And 3-Ring
New London
Oak Hill
Kearsarge
Concord
Saddleback
Durham
NHPTV
Derry Hill
Manchester
Pitcher
Hyland
Keene
Greylock
MA State
Police
NEREN
(Future)
Rindge
Nashua
dg 2-22-2010
Network New Hampshire Now
BTOP Round 2
Concept drawing - verF
Doug Green – USNH Network Architect
March 25, 2010 – 6:00Pm


NetWork New Hampshire
I-BEAM Higher Ed Network design
As relates to BTOP Round 2
Fiber
NIH/NSF – under construction
UMS-USNH - existing
Neighbor networks
NetNH – BTOP 2 - proposed
Equipment
BTOP proposed Carrier Ethernet Switch
4x10G backbone +24x1G for laterals
BTOP proposed Carrier Ethernet Switch
End Node – 1G ethernet for individual site
(All sites not shown in this diagram)
BTOP proposed DWDM node
40x10G capacity
Existing DWDM nodes
40x10G capacity
CC = Community Colleges – sites are sample of total
GSC = Granite State College – sites are sample ot total
NCIC = North Country Invest Corp – Wireless Link non-profit last mile provider
Lancaster NOC
UNIVERSITY of NEW HAMPSHIRE
Lancaster
CC, GSC, NCIC (NOC)
Berlin
CC, GSC,
55km
Carrier Eth
And End points
Carrier Eth
End points
Vermont
Northlink
(future)
Littleton
CC, GSC
30km
56km
DWDM
node
Carrier
Ethernet
Conway
CC, GSC...
Carrier Eth
And End points
DWDM
node
3-Ring
Fiber
(potential peering)
115km
NEW HAMPSHIRE
105km
UVM
10G ethernet
(NSF funded)
Carrier
Ethernet
Hanover
Dartmouth
DWDM node
75km
DWDM
node
Core Carrier
Ethernet
Plymouth
State
University
75km
Plymouth-Manchester
100km
U Maine
And 3-Ring
Claremont
CC, GSC..
Carrier Eth
End points
New London
Colby-Sawyer
(FastRoads provider)
Hanover-Keene
120km
Concord
CC, GSC
95km
Carrier
Ethernet
Durham
UNH
DWDM node
30 km
Keene
State
College
DWDM node
Carrier
Ethernet
Manchester
UNH, GSC, CC...
DWDM node
Rindge
120km
Franklin Pierce
(FastRoads provider)
Nashua
NEREN
To NoX – Internet and
Internet 2 peering
Cambridge
Network New Hampshire Now
BTOP Round 2
I-BEAM network design
Doug Green – UNH Network Architect
March 19, 2010

ORIGINAL

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN #: 1026000618C4

DATE: January 6, 2010

INSTITUTION:
University of New Hampshire
18 Garrison Avenue
Durham NH 03824-3547

FILING REF.: The preceding Agreement was dated June 5, 2009

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: FACILITIES AND ADMINISTRATIVE COST RATES*

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

TYPE	EFFECTIVE PERIOD FROM	TO	RATE(%)	LOCATIONS	APPLICABLE TO
PRED.	07/01/09	06/30/10	45.0	On-Campus	Research
PRED.	07/01/10	06/30/11	46.0	On-Campus	Research
PRED.	07/01/11	06/30/12	46.5	On-Campus	Research
PRED.	07/01/12	06/30/13	47.0	On-Campus	Research
PRED.	07/01/13	06/30/14	47.5	On-Campus	Research
PRED.	07/01/09	06/30/14	26.0	Off-Campus	Research
PRED.	07/01/09	06/30/14	53.5	On-Campus	Instruction
PRED.	07/01/09	06/30/14	26.0	Off-Campus	Instruction
PRED.	07/01/09	06/30/14	38.2	On-Campus	Other Sponsored Prog
PRED.	07/01/09	06/30/14	26.0	Off-Campus	Other Sponsored Prog
PROV.	07/01/14	UNTIL AMENDED	Use same rates and conditions as those cited for fiscal year ending June 30, 2014.		

*BASE:
Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first $25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of $25,000.

INSTITUTION:
University of New Hampshire

AGREEMENT DATE: January 6, 2010

SECTION I: FRINGE BENEFITS RATES**

RATE TYPES: FIXED FINAL PROV.(PROVISIONAL) PRED.(PREDETERMINED)

TYPE	EFFECTIVE PERIOD FROM	TO	RATE(%)	LOCATIONS	APPLICABLE TO
FIXED	07/01/09	06/30/10	42.2	All	All Emp.(2,3,5,6)
FIXED	07/01/09	06/30/10	8.4	All	See Spec.Remarks (4)
FIXED	07/01/09	06/30/10	31.3	All	Post Doc Assoc. (8)
FIXED	07/01/09	06/30/10	38.0	All	NHPB Full (2,3,6,9)
FIXED	07/01/09	06/30/10	12.5	All	NHPB Basic(4,9)
PROV.	07/01/10	UNTIL AMENDED	42.9	All	All Emp.(2,3,5,6)
PROV.	07/01/10	UNTIL AMENDED	8.6	All	See Spec.Remarks (4)
PROV.	07/01/10	UNTIL AMENDED	27.4	All	Post Doc Assoc. (8)
PROV.	07/01/10	UNTIL AMENDED	38.0	All	NHPB Full(2,3,6,9)
PROV.	07/01/10	UNTIL AMENDED	12.5	All	NHPB Basic (4,9)

See Special Remarks, (2) (3) (4) (5) (6) (8) (9).

**DESCRIPTION OF FRINGE BENEFITS RATE BASE:
Salaries and wages.

INSTITUTION:
University of New Hampshire

AGREEMENT DATE: January 6, 2010

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:
The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES:
Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims for the costs of these paid absences are not made.

(1) The rates in this Agreement have been negotiated to reflect the administrative cap provisions of the revisions to OMB Circular A-21 published by the Office of Management and Budget on May 8, 1996. No rate affecting the institution's fiscal period beginning on or after October 1, 1991 contains total administrative cost components in excess of that 26 percent cap.

(2) Fringe benefit rate is not applicable to hourly wages, college work study wages, graduate student salaries, faculty summer salaries.

(3) Fringe benefits include: Eye Care, Early retirement, Additional Retirement Contribution, Earned Time, University Fitness Program, Federal Retirement, Medical Coverage, Other Health Costs, Other Retirement, Other Salary Based, State Retirement, Social Security, Retirement Plan Premiums, Staff and Fac. Tuition Benefits, Workmen's Compensation, Faculty Summer Fellowships, Benefits Administration, ELF, Interim Disability, Sabbatical Leave Salaries and Compensated Absences.

(4) Applicable to Non-Student hourly wages, faculty summer salaries and other exceptions to contract pay. The basic fringe benefit rate is also applicable to FICA eligible graduate student pay.

(5) Applicable to the University System of New Hampshire.

(6) Effective 7/1/99 tuition support for dependents of University of New Hampshire employees is no longer an allowable fringe benefit expense and is not included in the approved rates.

(7) Effective 7/1/05 equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year, and an acquisition cost of $5,000 or more per unit.

(8) Post Doctoral Research and Teaching Associates rate includes item (4) and applicable health benefits.

INSTITUTION:
University of New Hampshire

AGREEMENT DATE: January 6, 2010

SECTION III: GENERAL

A. LIMITATIONS:
The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:
This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:
If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:
The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:
If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

University of New Hampshire
(INSTITUTION)

(SIGNATURE)

Jane A. Nisbet
(NAME)

Senior Vice Provost for Research
(TITLE)

January 7, 2010
(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
(AGENCY)

(SIGNATURE)

Robert I. Aaronson
(NAME)

DIRECTOR, DIVISION OF COST ALLOCATION
(TITLE)

January 6, 2010
(DATE) 0572

HHS REPRESENTATIVE: Jeffrey Warren
Telephone: (212) 264-2069

March 22, 2010

The Honorable Larry Strickling
Assistant Secretary of Commerce
National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, D.C. 20230

Dear Assistant Secretary Strickling:

has been involved in the planning and design of the public safety microwave network proposed in the statewide broadband proposal submitted by the University of New Hampshire to the National Telecommunications and Information Administration (NTIA) Broadband Technologies Opportunities Program (BTOP) Round 2 program.

is the wireless expert in advanced IP network migration, building the foundation for the 4G/LTE broadband future and enabling wireless transformation around the world. We have constructed thousands of public safety networks over the last fifty years and are well positioned to partner with the University of New Hampshire on this project.

is aware of the ARRA time requirements to have the work 66% completed in two years and 100% completed in 3 years. is familiar with the project and, barring unforeseen delays, and given appropriate and timely funding, is confident in its ability to meet or exceed the ARRA requirements of completing construction on the routes set forth in proposal within these time limits.

In support of the University of New Hampshire BTOP applications, if were to be awarded contracts for any or all of the work described in our proposal, we are positioned and willing to provide a material and substantial matching contribution of at least 20% of the total cost of portion of the work. is still in the process of developing a business model for the match program and has yet to conclude what form a match would take - whether it be an assumption of some of the construction cost, extended discounts, waiving of maintenance fees, cash contribution, or some other form that meets the BTOP requirements.

This is a letter of intent based on the best information available at this time. Material changes in the overall plan, terms or conditions for the proposed work may affect our participation. This letter does not bind the State of New Hampshire, or the University of New

Hampshire, to enter into any contract, to any of the concepts, timeframes, or business models described in the proposal or State plans; nor to make its network available to any parties, or to provide any matching consideration in any form for this or any other project. We are, however, committed to working with the State to implement any Broadband expansion funded through ARRA.

Thank you for this opportunity to participate in this exciting project with the State of New Hampshire.

Sincerely,

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

BTOP Comprehensive Community Infrastructure
Service Offerings and Competitor Data Template

Please complete the complete the following worksheets--either of the Last Mile or I
Service Offerings worksheets may be omitted if the applicant is not proposing to pr
that type.

For both the Last Mile and Middle Mile Service Offerings worksheets, the service of
include all relevant tiers and markets (*e.g.* residential, business, wholesale). Applica
sure to include details on any services that would be offered at discounted rates to
classes of customers (*e.g.* community anchor institutions or third party service prov

In the Last Mile Service Offerings worksheet, applicants are required to provide esti
end user speeds. Average speeds should be the average sustained actual, non-burs
end user would receive during a peak hour. For purposes of calculating these speec
should utilize their subscriber projections for year eight of the project, and develop
utilization projections that are consistent with any additional services the applicant
For wireless broadband services, this speed should be an average of the speeds ava
entire cell. Beyond these general guidelines, due to the multiplicity of technical sol
be proposed, the applicants may use discretion to determine the most reasonable r
to estimate actual speeds on their network. Applicants should explain the underlyi
used to calculate the average speeds in the space provided.

In the Competitor Data worksheet, applicants are required to provide data on both
middle mile service providers, regardless of whether the applicant proposes to offe
and middle mile services. In the column titled Service Areas Where Service Offered
should list all of the Last Mile and Middle Mile Service Areas within their Proposed I
area in which the listed services area available. Please ensure that the Service Area
consistent with those provided within the application and the Service Areas upload.
availability of the listed services is limited (*e.g.* the service is only available within pa
Mile or Middle Mile Service Area), note this in the Other Comments column.

In contrast to several other upload templates in this application, the data provided
will NOT be subject to automated processing. These template worksheets are prov
demonstrate the level of data required and to provide a suggested format. Applica
modify the template layouts in order to provide the most effective presentation of
their specific project. Applicants should, however, ensure that they provide at least
as these templates require. To the extent that you modify these templates please e
print layouts are adjusted so that rows do no break across pages in a manner that w
understand. A PDF of this file will be automatically generated upon upload to Easyg
print settings will be used to format the PDF file.

Middle Mile
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Proposed Last Mile Service Offerings

Name of Service Tier	Advertised Speeds		Estimated Average Speeds		Average Latency	Pricing Plan ($ per month)	Other Comments/Description/Features or Limitations
	Downstream Mbps	Upstream Mbps	Downstream Mbps	Upstream Mbps	@ End User CPE miliseconds		

Explanation of Average Speed Calculations:

Proposed Middle Mile Service Offerings

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load Network Bandwidth Capacity (Mbps)	Monthly/Yearly Pricing ($)	Other Comments/Description/Features or Limitations
NRC-Dark Fiber IRU			$1000 per strand mile	
IOF Dark Fiber - Rur/Rur&Sub			$13,500.00	Assume 25mi. Link ($45 / mile)
IOF Dark Fiber - Urb/Rur			$27,000.00	Assume 30mi. Link ($75 / mile)
IOF Dark Fiber - Urb/Sub			$9,000.00	Assume 15mi. Link ($50 / mile)
IOF Dark Fiber - Urb/Urb			$16,800.00	Assume 20mi. Link ($70/ mile)
IOF Dark Fiber - Sub/Sub			$7,200.00	Assume 15mi. Link ($40 / mile)
Dark Fiber - Full Platform			$120,000.00	Assume 500mi Link ($20 / mile)
Dark Fiber - Half Platform			$75,000.00	Must be proportionate mix of Urb/Sub/Rur ($25 / mile)
Non-IOF Dark Fiber			$12,000.00	Assume 20mi. Link ($50 / mile)

[redacted]

Competitor Data

Competitor Data - Last Mile Service Providers

Service Provider	Service Areas Where Service Available	Technology Platform	Service Tiers	Downstream Speed	Monthly Pricing	Other Comments/Description/Features or Limitations

Competitor Data - Middle Mile Service Providers

Service Provider	Service Areas Where Service Available	Technology Platform	Service Tiers	Distance Band or Point-to-Point	Minimum Peak Load Network Bandwidth Capacity	Pricing	Other Comments/Description/Features or Limitations
	IOF - < 30 miles - AS AVAILABLE						

U.S. Department of Commerce
Broadband Technology Opportunities Program
Authentication and Certifications

1. I certify that I am the duly Authorized Organization Representative (AOR) of the applicant organization, and that I have been authorized to submit the attached application on its behalf.

2. I certify that I have examined this application, that all of the information and responses in this application, including certifications, and forms submitted, all of which are part of this grant application, are material representations of fact and true and correct to the best of my knowledge, that the entity(ies) that is requesting grant funding pursuant to this application and any subgrantees and subcontractors will comply with the terms, conditions, purposes, and federal requirements of the grant program; that no kickbacks were paid to anyone; and that a false, fictitious, or fraudulent statements or claims on this application are grounds for denial or termination of a grant award, and/or possible punishment by a fine or imprisonment as provided in 18 U.S.C. §1001 and civil violations of the False Claims Act.

3. I certify that the entity(ies) I represent have and will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders and programmatic rules and requirements relating to the project. I acknowledge that failure to do so may result in rejection or deobligation of the grant or loan award. I acknowledge that failure to comply with all federal and program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

4. I certify that the entity(ies) I represent has and will comply with all applicable administrative and federal statutory, regulatory, and policy requirements set forth in the Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements ("DOC Pre-Award Notification"), published in the Federal Register on February 11, 2008 (73 FR 7696), as amended; DOC Financial Assistance Standard Terms and Conditions (Mar. 8, 2009); the Department of Commerce American Recovery and Reinvestment Act Award Terms (Apr. 9, 2009); and any Special Award Terms and Conditions that are included by the Grants Officer in the award.

5. I certify that any funds awarded to the entity(ies) I represent as a result of this application will not result in any unjust enrichment of such entity(ies) or duplicate any funds such entity(ies) receive under federal universal service support programs administered by the Universal Service Administrative Corporation (USAC).

6. I certify that the entity(ies) I represent has secured access to pay the 20% of total project cost or has petitioned the Assistant Secretary of NTIA for a waiver of the matching requirement.

3-26-10
Date

Authorized Organization Representative Signature

Victor G. Sosa
Print Name

Manager of Research Administration
Title

OMB Approval No. 4040-0009
Expiration Date 07/30/2010

ASSURANCES - CONSTRUCTION PROGRAMS

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) underwhich application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

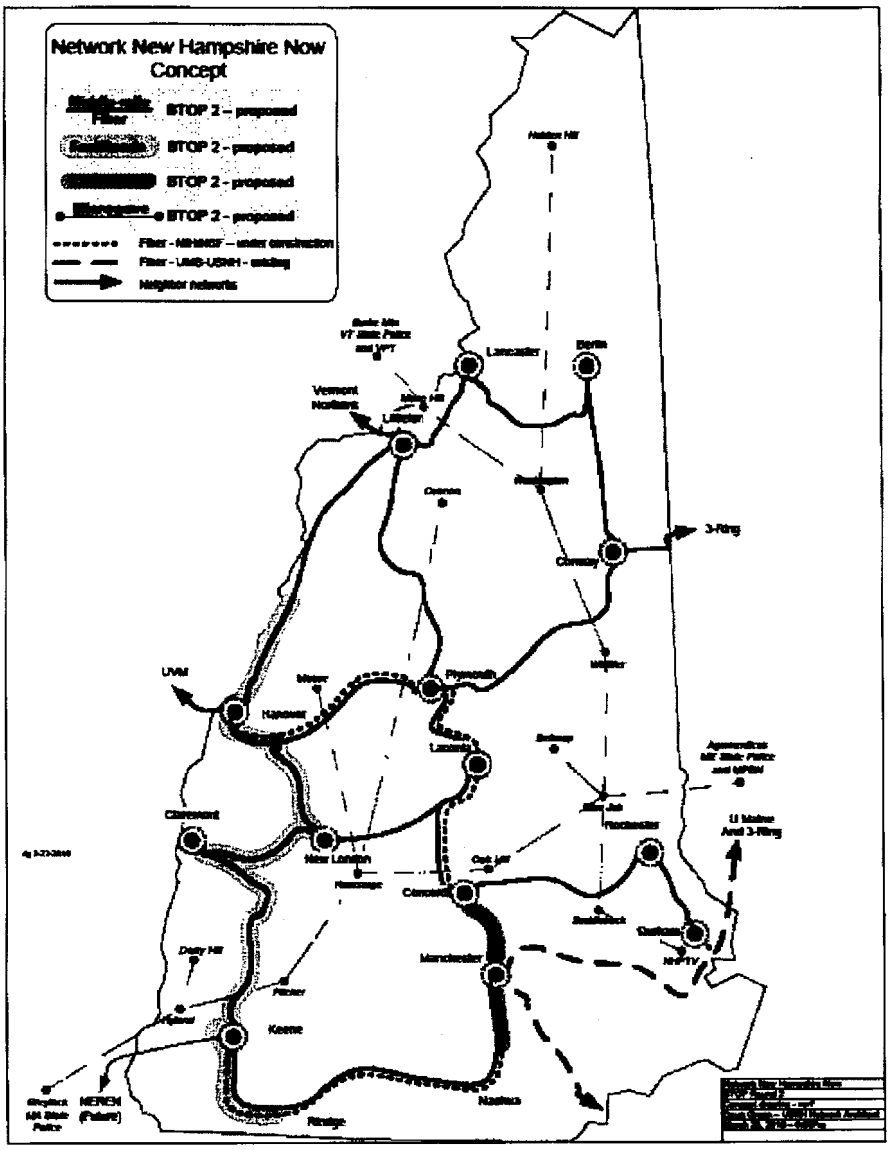
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	*TITLE Victor G. Sosa Manager of Research Administration
*APPLICANT ORGANIZATION University of New Hampshire	*DATE SUBMITTED 3-26-10 0.00

This non binding letter of intent ("LOI") [redacted]

Schedule 1: Map



FORM **CD-512**
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
N/A for University of New Hampshire	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

FORM CD-511
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 in conncection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
University of New Hampshire	#4248 Network New Hampshire Now
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Victor Sosa, Manager of Research Administration	
SIGNATURE	DATE
	May 11, 2010

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
[✓] Prime [ ] Subawardee Tier _____, *if known*: University of New Hampshire 51 College Road Durham, NH 03824 **Congressional District**, *if known*: 1st NH	**Congressional District**, *if known*:
6. Federal Department/Agency: NTIA	**7. Federal Program Name/Description:** Broadband Technology Opportunities Program (BTOP) CFDA Number, *if applicable*: 11.557
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): None	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): None

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Victor G. Sosa
Title: Manager of Research Administration
Telephone No.: (603) 862-0533 Date: 5/11/2010

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)