

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

* 3. Date Received:

08/14/2009

4. Applicant Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Connected Nation, Inc.

* b. Employer/Taxpayer Identification Number (EIN/TIN):

61-1394934

* c. Organizational DUNS:

086130007

d. Address:

* Street1: 1020 College Street

Street2: P.O. Box 3448

* City: Bowling Green

County: Warren

* State: KY: Kentucky

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 42102-3448

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. * First Name: Jessica

Middle Name:

* Last Name: Ditto

Suffix:

Title: External Affairs Director, Central Region

Organizational Affiliation:

* Telephone Number: 270-781-4320

Fax Number: 270-781-7611

* Email: jditto@connectednation.org

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9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Commerce

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

0660-ZA29

* Title:

Recovery Act - State Broadband Data and Development Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

State of Minnesota

*** 15. Descriptive Title of Applicant's Project:**

State Broadband Data and Development Grant Program for the State of Minnesota.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,468,479.00"/>
* b. Applicant	<input type="text" value="1,061,462.00"/>
* c. State	<input type="text" value="1,002,227.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="38,084.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,570,252.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

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*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PROJECT ABSTRACT

This application, submitted by Connected Nation, by and through its wholly owned subsidiary, Connect Minnesota, LLC (Connect Minnesota) as the single eligible entity designated by the state of Minnesota, seeks to employ industry-standard Geographic Information System (GIS) toolsets and experienced personnel to deliver comprehensive and accurate broadband mapping data, develop state-level broadband maps, aid in the development and maintenance of a national broadband map, and fund statewide initiatives directed at broadband planning, in accordance with the National Telecommunications and Information Administration's (NTIA) Notice of Funding Availability (NOFA) for the State Broadband Data and Development grant program (SBDD). Connected Nation is a national non-profit that establishes state-based subsidiaries (Connect State programs) and relies on proven methodologies that are scalable for a wide range of digital inclusion activities. As a mapping agent for the state, Minnesota will ensure the broadband maps will be developed and maintained in full compliance with the National Telecommunications and Information Administration's (NTIA) Notice of Funding Availability (NOFA) for the State Broadband Data and Development Grant (SBDD).

The ensuing suite of deliverables will include datasets as required by the NTIA as well as web-based, interactive broadband maps to inform state and local government officials, consumers, broadband providers, community development organizations, researchers, and other stakeholders. This interactive website will be critical to ensure accessibility of the broadband data, but it will also be key to increasing awareness of the mapping program and the benefit of broadband. It will also play an important role in ensuring local verification of the mapping data.

In compliance with the NOFA, Connect Minnesota will facilitate the mapping project under the strictest of secure protocols for data collection and analysis. In particular, Connect Minnesota will be carrying out this mission in the most secure and confidential manner to maintain full compliance with the confidentiality standards called for in the NOFA.

The scope of this project will span five (5) years and in accordance with the following timeline:

November 1, 2009	Delivery of preliminary data, as available at that time.
February 1, 2010	Delivery of a substantially complete set of broadband mapping data.
March 1, 2010	Delivery of a complete set of all broadband mapping data.
September 1, 2010	Commence with Semi-Annual updates through 2014.

As called for according to the NOFA guidelines, Connect Minnesota will collect and provide to the NTIA the required datasets as proscribed in *Technical Appendix A and its subsequent amendments*. This data collection will inform the construction of a national broadband map to be developed and maintained by the NTIA.

The state of Minnesota and Connect Minnesota will continue to work closely to ensure a tightly integrated state strategy for effective grant program implementation. Connect Minnesota and the State will work collaboratively to complete the tasks proposed for the broadband mapping project, as described in the attached MOU between Connect Minnesota and the State.

INTRODUCTION/EXECUTIVE SUMMARY

This application, submitted by Connected Nation, by and through its wholly owned subsidiary, Connect Minnesota, LLC (Connect Minnesota) as the single eligible entity designated by the state of Minnesota, seeks to employ industry-standard Geographic Information System (GIS) toolsets and experienced personnel to deliver comprehensive and accurate broadband mapping data, develop state-level broadband maps, aid in the development and maintenance of a national broadband map, and fund statewide initiatives directed at broadband planning, in accordance with the National Telecommunications and Information Administration's (NTIA) Notice of Funding Availability (NOFA) for the State Broadband Data and Development grant program (SBDD). Connected Nation is a national non-profit that establishes state-based subsidiaries (Connect State programs) and relies on proven methodologies that are scalable for a wide range of digital inclusion activities. As a mapping agent for the state, Minnesota will ensure the broadband maps will be developed and maintained in full compliance with the National Telecommunications and Information Administration's (NTIA) Notice of Funding Availability (NOFA) for the State Broadband Data and Development Grant (SBDD).

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The state of Minnesota and Connect Minnesota will continue to work closely to ensure a tightly integrated state strategy for effective grant program implementation. Connect Minnesota and the State will work collaboratively to complete the tasks proposed for the broadband mapping project, as described in the attached MOU between Connect Minnesota and the State.

Description of Unserved and Underserved/Prioritization of Grant Funds

On February 2, 2009, Connect Minnesota released a GIS broadband map of Minnesota. It is based on provider data, is available via a public interactive website, and is updateable. As a Connected Nation affiliate, Connect Minnesota follows the mapping protocols and methodology for which Connected Nation is known. Connect Minnesota will prepare broadband maps under the sponsorship of this grant program that are NOFA compliant in their fullest measure.

Under this grant and by overlaying public data sets (census) over Connect Minnesota's broadband inventory, the state of Minnesota can identify those Minnesota communities that are unserved or underserved. With these datasets, Minnesota has identified is served and unserved communities.

To maximize the effectiveness and cohesiveness of this tight working relationship, the joint project team will employ Broadband STAT, a cost efficient and open access GIS solution for broadband mapping, accessibility, and analysis that will enable the state of Minnesota to fully use and analyze the broadband data, maps, and models in association with a host of other GIS data. The Broadband STAT solution will enable a comprehensive understanding of the Minnesota broadband landscape and efficient prioritization of unserved and underserved areas, as defined by NTIA, and based on criteria specifically designed by the state of Minnesota with a very consumer friendly interface.

REVIEW CRITERIA

1. DATA (30%)

a. DATA GATHERING

Connect Minnesota has worked with well more than one hundred providers of broadband in Minnesota to develop and maintain an updated GIS broadband map. With each, Connect Minnesota has established a legal relationship and established a protocol for the transfer of data and its regular updating. Connect Minnesota will continue to maintain such relationships in order to meet the requirements set by the NTIA mapping program. Connect Minnesota's parent company, Connected Nation, has already garnered much acclaim for its mapping effort and will continue to show its success meeting the prescribed deliverables.

Connect Minnesota's parent company, Connected Nation, has a longstanding relationship as a trusted mapping partner with broadband providers places Connect Minnesota in a unique position to deliver accurate and timely maps in the state of Minnesota. Connected Nation has established mapping relationships with over 340 broadband providers, including the largest providers in the nation, many of which serve the broadband needs of Minnesota's citizens and

businesses. Additionally, Connected Nation has a strong relationship with the major telecommunications and cable associations in the country who have been instrumental in reaching smaller, single-state telecommunications and cable providers with whom we do not have an established relationship. The following national trade associations are members of Connected Nation's Board of Directors: USTelecom, National Cable and Telecommunications Association, CTIA (the Wireless Association). Connected Nation is a member of WCAI and has informal collaborative relationships with OPASTCO and the National Telecommunications Cooperative Association, which represent hundreds of small corporate and cooperative providers across the country.

Connected Nation works collaboratively on a daily basis with ESRI, the world leader in GIS solutions, to develop the most innovative broadband mapping solutions for comprehensive and granular broadband mapping within a timeframe that most would deem impossible. Using ESRI's ArcGIS Server and its API mapping technologies alongside the broadband data continuously gathered by Connected Nation, the two organizations work in partnership to provide states and the federal government with broadband mapping solutions that have won acclaim across the world.

Connected Nation is prepared to leverage all of these existing relationships to ensure that the state sponsor and the program itself quickly identify and establish relationships with key players in the broadband market in Minnesota.

As all of Connected Nation's mapping programs, Connect Minnesota's mapping process begins with a street-level inventory of broadband offerings in a community. This information is collected directly from broadband providers, who voluntarily collaborate with Connect Minnesota through a one-on-one dialogue to ensure their service offerings are accurately represented on the map. This collaborative process is important and extensive because we have learned that different broadband providers house data in a multitude of ways based on the type of technology used, the sophistication of each provider's storage system, and the resources available. Given this reality, we have found it is impossible to achieve a highly detailed, street level broadband map through a standardized, rigid, one-size-fits-all data collection process. For example, we have learned that most providers do not have address-level availability information stored in a systematized format that Connected Nation could readily use to generate a map.

In order to account for this, Connected Nation developed and Connect Minnesota employs a flexible process of working directly with each provider on the ground to understand what technology has been deployed and how data is stored. This dialogue explores each carrier's network structure and the particular technology in place. Connected Nation then helps providers to gather and/or identify data, contextualize the data in accordance with geography and topography and translate these data into a GIS format.

To that end, Connected Nation defines a strategy for each provider and platform to determine how to translate any limited network information into preliminary GIS format. Connected Nation works on location with providers to identify equipment locations and geographical coordinates, understand network variables and topography/terrain constraints, and run tests to determine which households and businesses have broadband service available from that

particular provider and which do not. The goal of this iterative process is to obtain a “first approximation” of the service territory for each provider using wireless and/or wireline technologies. Connected Nation produces a GIS shapefile for each provider, which is then shared with the individual provider for approval. Once the provider ascertains that our service territory estimate is indeed accurate, the information is added to the aggregate broadband inventory map for the state. This process is repeated for each provider until a comprehensive statewide depiction of available broadband by platform is obtained.

This data gathering protocol produces a comprehensive, granular, accurate inventory of the broadband landscape within a state. Such base layer data allows Connected Nation and its programs like Connect Minnesota to produce detailed broadband inventory maps that provide state-wide data layers, by type of platform, as specified by the NTIA. The maps will be available online in interactive mode that will allow access by various data layers that may include the street, census block, census block group, census tract, legislative boundary, city boundary, county boundary or tribal boundary levels.

The above process only relates to the broadband infrastructure component of Connected Nation’s maps. Importantly, however, Connected Nation’s maps also include information from Connected Nation local consumer and business surveys in order to understand broadband adoption, computer ownership, and the barriers to broadband and computer adoption in each community and local area. Additionally, data from various sources including the U.S. Census Bureau, ESRI and other Connected Nation partners, and state GIS departments are used to analyze topographic, demographic, and relevant civil infrastructure information. These data typically include information such as household density and other demographics in unserved areas; potential collocation resources such as cell towers and water tanks; the proximity of community institutions such as libraries, schools, and hospitals; and proposed infrastructure such as roads, water projects, and sewer lines.

It is important to note that providers are not required to file data with Connected Nation or any state agency. Connected Nation is a not-for-profit corporation that operates pursuant to grants from state governments or the federal government. Because of this public-private partnership model, confidentiality of sensitive provider data is maintained. This legal construct encourages service providers to willingly collaborate with the mapping program and help the state determine, in detail, both the broadband gaps and the particular challenges to deploying broadband in a particular area. The Non-Disclosure Agreements that Connected Nation will execute with Minnesota broadband providers through its Connect Minnesota program will satisfy all requirements outlined in the NTIA SBDD NOFA.

As a result, while broadband provider confidentiality is preserved, the output of Connected Nation’s maps is highly detailed and granular. This granular, rich data provides critical information for the development of sound public policy and network expansion business plans, including detailed descriptions of household density and relevant demographic and economic information about unserved areas.

As part of the mapping program in Minnesota, Connect Minnesota will communicate and coordinate with NTIA to ensure that NTIA’s technical specifications are being followed so that the Minnesota inventory map can be rolled up into the nationwide inventory map by

February 2011. These technical specifications have not yet been made public. Once they do, Connected Nation, working collaboratively with our strategic partner ESRI, will develop the necessary tools and processes to meet these specifications and make these tools available to its state broadband mapping programs.

Connect Minnesota will process and analyze provider data collected in order to fulfill the reporting requirements specific in the *Technical Appendix A* of the NTIA Mapping NOFA, including:

1. Broadband Service Availability in Provider's Service Area

- (a) Availability by Service Address--Service Associated with Specific Addresses and*
- (b) Availability by Shapefile--Wireless Services not Provided to a Specific Address*

Connect Minnesota has read, understands and will fully comply with this requirement and record format, in accordance with the NOFA and its clarification. After Connect Minnesota works with providers to gather the relevant network infrastructure data, process the data into GIS format, and verify with each provider that the resulting GIS file is an accurate representation of that provider's broadband service territory and capabilities, Connect Minnesota will then compare the geographic broadband footprint and associated data against address files and Census Bureau data to produce census block level or address level records for each fixed broadband provider, in accordance with the NOFA and its clarification. For mobile networks, Connect Minnesota will translate wireless data through propagation studies into GIS shapefiles for submission to the NTIA in association with the data required in the NOFA and its clarification.

In accordance with the NOFA clarification, Connect Minnesota will collect advertised up- and downstream speeds from providers and report it at the Metropolitan or Rural Statistical Area. Further, in accordance with the NOFA clarification, Connect Minnesota will obtain data for "Typical Upstream and Downstream Speeds" from two complementary methods: statistical sampling and online consumer speed test data.

2. Residential Broadband Service Pricing in Provider's Service Area

Connect Minnesota has read, understands, and will fully comply with this requirement and record format, in accordance with the NOFA and the NOFA clarification. The information needed to fulfill these reporting requirements will be collected directly from providers based on advertised speeds and number of subscribers. In the cases where this is not possible, Connect Minnesota will gather primary data on advertised speeds and analyze it in combination with data from online consumer speed tests in order to generate an estimated weighted average speed.

3. Broadband Service Infrastructure in Provider's Service Area

Connect Minnesota has read, understands, and will fully comply with this requirement and record format, in accordance with the NOFA and its clarification. Connect Minnesota will gather data on middle-mile and backbone interconnection points directly from providers to the extent necessary for producing the required data and for verification purposes, in accordance with the NOFA and its clarification.

4. Community Anchor Institutions

Connect Minnesota has read, understands, and will fully comply with this requirement and record format, in accordance with the NOFA and its clarification. Connect Minnesota will compile, process and geocode private and public data sources in order to meet the reporting requirements defined by NTIA. Connect Minnesota proposes to work with the GIS state agencies and health, public education, and other relevant state agencies and private stakeholders to identify existing databases documenting Community Anchor Institutions as defined in the *Technical Appendix A* of the NTIA Mapping NOFA. Such information will complement datasets obtained by Connect Minnesota, such as the state's broadband availability inventory, in order to produce a statewide comprehensive database of community anchor institutions in the State and their broadband capabilities. To complement these datasets, Connect Minnesota will conduct a survey of all community anchor institutions to gather information regarding broadband subscription, technology type and speeds. Subject to any confidentiality constraints, Connect Minnesota will upload all the data onto the interactive broadband maps, in order to provide policymakers and the general public a pragmatic tool for understanding the broadband resources available to these anchor institutions and – importantly – ascertain where the broadband infrastructure challenges to reach these institutions remain.

b. ACCURACY AND VERIFICATION

Source data verification is a critical component of Connect Minnesota's broadband inventory mapping program. Broadband inventory maps represent a visual, geographic estimation of broadband coverage within a state or territory. As such, maps are an estimation of the true extent of the network and, hence, present inaccuracies that can only be identified and corrected as the data is used, analyzed, and verified. Data verification is, therefore, a critical component of any effective mapping program. Connect Minnesota employs and promotes a number of mechanisms to ensure the accuracy of broadband maps:

- Connect Minnesota engineers conduct extensive field tests, and the results of those tests are documented and compared against provider data to ensure accuracy. In instances where a discrepancy is identified (e.g. a datum shift of coordinates), Connect Minnesota immediately contacts the agency or provider to outline and implement corrective actions. Connect Minnesota conducts random quality control checks to validate the latitude/longitude of infrastructure such as digital subscriber line access multiplexers (DSLAMs), broadcast towers, and other vertical assets such as water towers. Quality control checks are also conducted via spectrum analyzer to verify the frequencies being used by known unlicensed WISPs or licensed providers. Additionally, speed tests are conducted from the field using all known platforms (e.g. fiber, cable modem, DSL, fixed wireless, mobile wireless, etc.).
- In addition to internal field tests, Connected Nation establishes in every state mapping program, including Connect Minnesota, a transparent system for external verification of broadband availability data. This verification system includes a web-based, interactive mapping portal where consumers, local leaders, broadband providers, and other stakeholders can analyze broadband infrastructure represented in the map at the street level of granularity. This information enables end users to contrast the data on the map with the reality on the ground. Furthermore, Connect Minnesota also maintains a broadband telephone hotline which encourages consumers to document if they want broadband and cannot get it, or to notify Connect Minnesota if end users

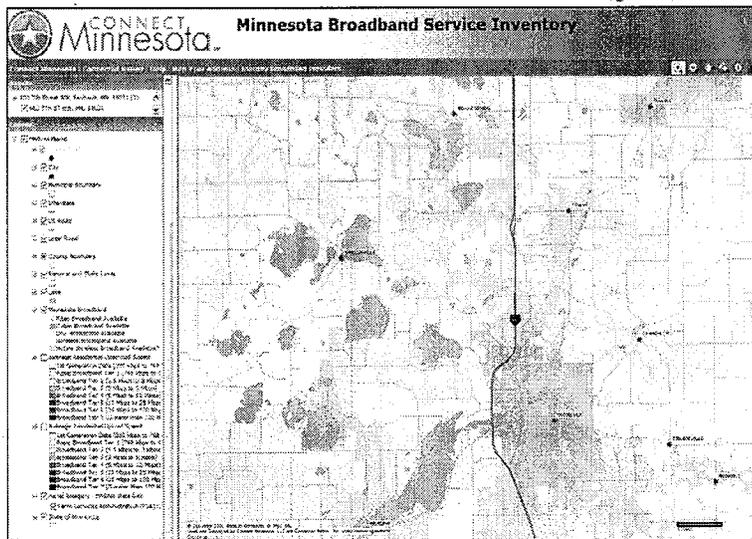
believe that a map contains any inaccuracies. All confirmed inaccuracies are corrected immediately. This method of third-party validation has proven to be an effective means to verify the mapping data and engage citizens and local leaders in the broadband future of their communities. Through the organization's interactive map sites, Connected Nation received 5,146 inquiries in the year from May 2008 to April 2009.

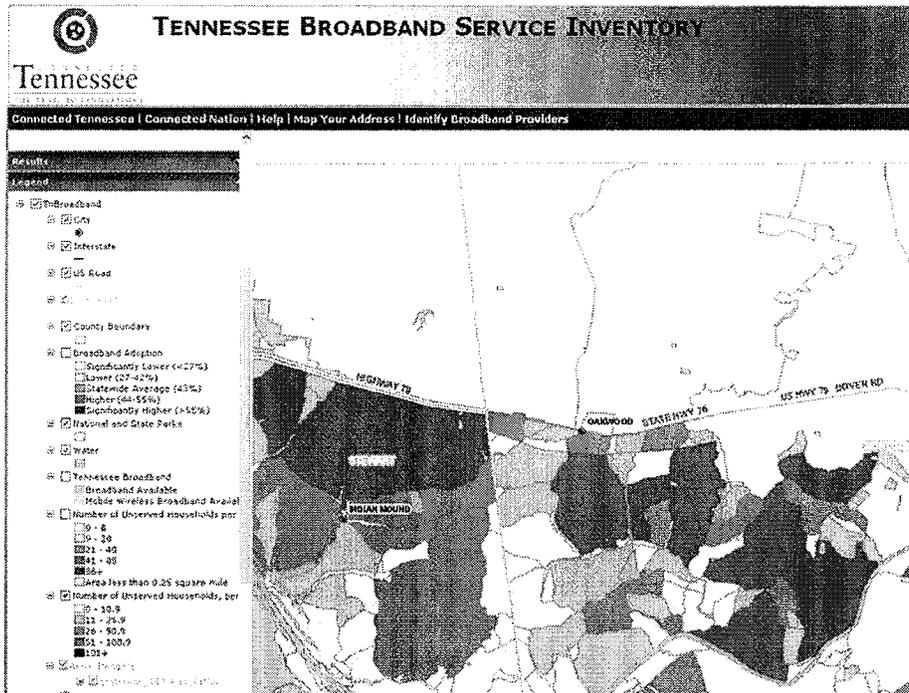
- Connected Nation also conducts statistical telephone surveys at the state and local levels among residential consumers and businesses to inquire about broadband availability and speed. The surveys check a statistically significant sample of all addresses, as well as a significant sample of rural addresses, as required on page 30 of the NTIA mapping NOFA. As part of the planning grant, Connected Nation proposes to use these same validation surveys to ask residents and businesses additional questions about how they use the Internet, their demand for faster broadband service, and barriers to computer ownership and broadband adoption. All of these data would be analyzed against demographics in order to understand availability and adoption in relation to income, education level, race, ethnicity, age, and other demographic characteristics.

c. ACCESSIBILITY

Connect Minnesota makes data available to the general public through an interactive broadband inventory map. The Connect Minnesota site serves as the public portal for the interactive broadband inventory map, downloadable maps, complementary datasets, third party verification processes, broadband inquiries and questions about the map, FAQs about the Connect Minnesota, etc. For this grant program, the information presented on this interactive site or any other public format will be in full compliance with the Confidentiality Requirements outlined in *Sections III* and *IV* of the NTIA SBDD NOFA.

The following screenshots are examples of existing interactive maps produced by Connected Nation. The first screenshot from Connect Minnesota's interactive site presents "drilled down" information of the broadband inventory map by type of platform. The second screenshot from Connected Tennessee's interactive site presents information regarding the number of households per Census Block in unserved areas at a local level.

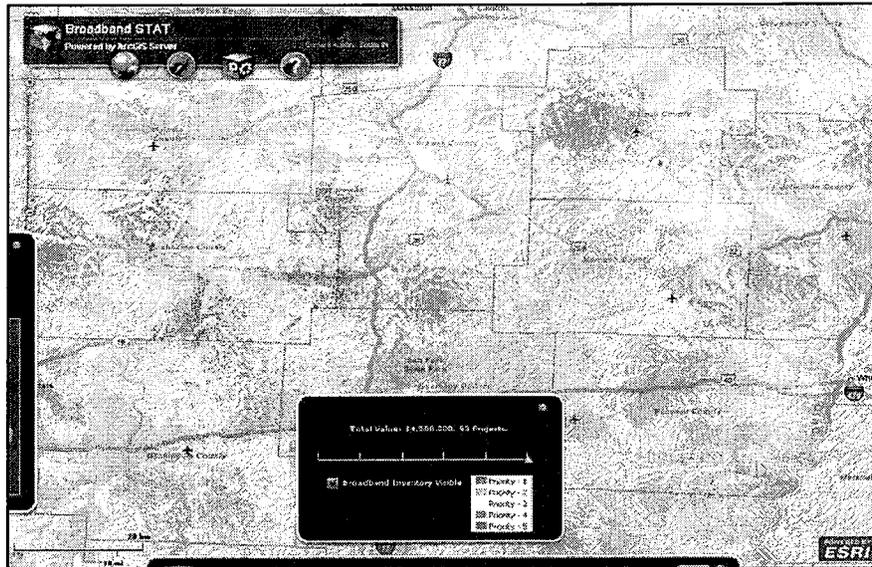




Connected Nation developed its first interactive broadband inventory map in 2007. Since then, these interactive broadband maps have been continually updated and their functionality expanded to provide more granular, verifiable, and pragmatic information to consumers, providers, public policymakers, and the public at large. In order to enable full data transparency and empower the residents of Minnesota with the necessary tools to define targeted policies and programs to expand broadband services and adoption rates across the state, Connected Nation has developed with its strategic partner, ESRI, the world's leader in GIS software development, a multi-functional, user friendly platform called Broadband STAT. Broadband STAT is the next generation in broadband mapping, providing a comprehensive mapping and planning tool for states to manage broadband stimulus projects and activities through the ARRA. Using ESRI's ArcGIS Server and its API mapping technologies to incorporate broadband mapping and survey data with demographic and topographic data from ESRI, the Census Bureau, and other reputable data sources, Broadband STAT provides not only a user-friendly GIS viewer to understand and track broadband deployment over time, it also provides an analytical tool for prioritizing unserved and underserved areas, evaluating and tracking stimulus projects, and enabling taxpayers with full transparency and accountability of broadband stimulus funding in Minnesota. Broadband STAT empowers states to:

- Leverage the best-of-class, geographic informatics for broadband decision-making;
- Build and evaluate scenarios to help score and prioritize broadband proposals;
- Provide data-based support for effective grant-making;
- Facilitate project investment tracking over time; and
- Provide access-based tools that are relevant and meaningful for specific audiences, including government agencies, consumers, community leaders, broadband providers, and media.

The interactive site that Connected Nation would develop under the Connect Minnesota program would be constructed within this new generation Broadband STAT platform. The following screenshot is an example of what the Connect Minnesota interactive site would look like.



Minnesota Broadband Availability Map Proposal

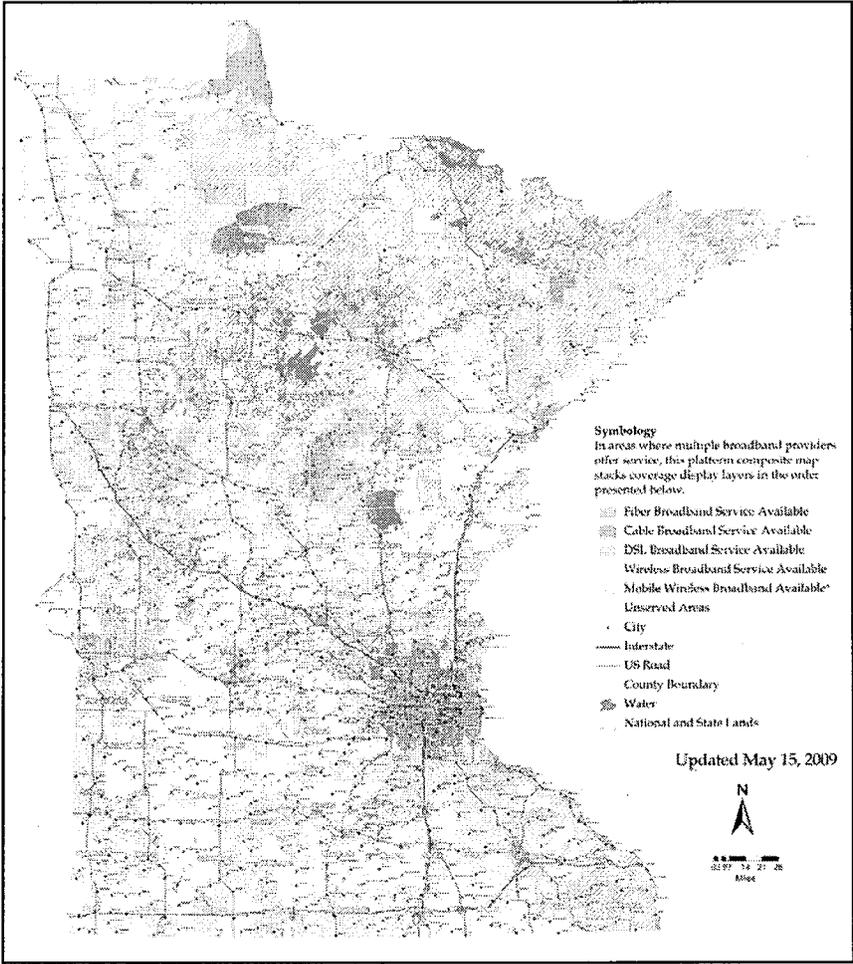
Connect Minnesota, employing industry-standard GIS toolsets and experienced personnel, will deliver a comprehensive inventory and mapping of existing broadband service and capability at the street or household level of granularity. Connect Minnesota, in conjunction with Minnesota’s broadband providers, will update these maps on a routine basis to reflect “real-time” broadband availability. Under the grant program, maps will be presented to the general public in an interactive portal, described in detail above. The interactive portal will present overlaying data relevant to policymakers, providers, and consumers alike, including density of population and other demographic information, topographical, and civil infrastructure data. Data will be searchable at various levels of granularity and geographical areas such as municipality, city, township, political district, tribal boundaries, region, or Census Bureau geographic unit.

In order to provide potential entrepreneurs seeking to apply for RUS or NTIA grants with the broadband infrastructure build out information required for their applications, Connected Nation will also release and maintain a Census Block level map of the available broadband in the state. The interactive map and associated downloadable database will detail the identification number of each of the 188,890 Census Blocks in Minnesota, the total number of households per Block, and the number of households with available broadband service per Block. For an example of such tools released by Connected Nation in the State of Minnesota see: http://www.connectmn.org/mapping/Broadband_Stimulus_Data_Tools.php Furthermore, Connect Minnesota will release and update an interactive map for the state of Minnesota illustrating “remote” and “rural” areas as defined under the regulations outlined by RUS in the BIP program for broadband infrastructure grants. Although such maps are outside of the scope of the *Technical Appendix A* of the NTIA Mapping NOFA, Connected Nation

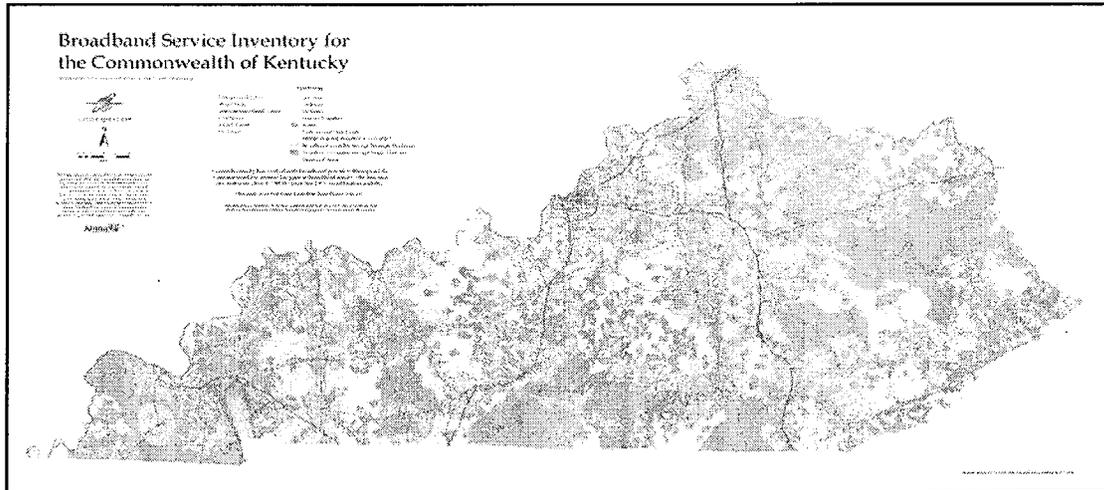
believes that such data would be extremely useful for state officials and private entrepreneurs alike as they determine opportunities to apply for infrastructure grants under the NTIA BTOP program and the RUS BIP program.

Examples of Maps to be Produced for the State of Minnesota:

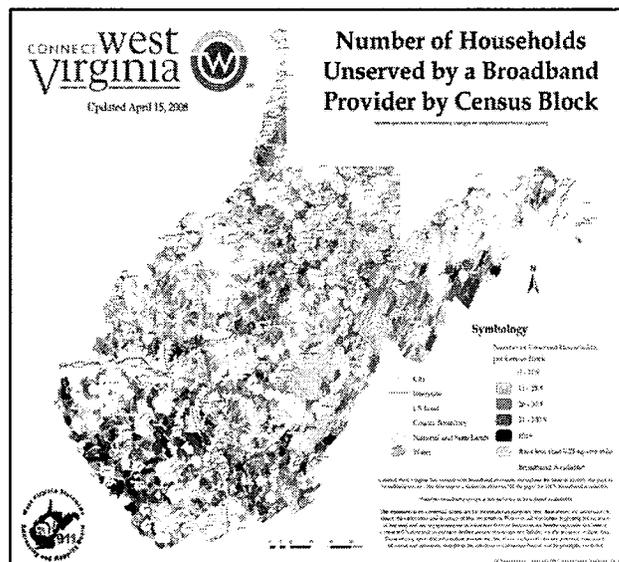
Statewide Broadband Availability by Platform: Geographic representation of provider-based broadband data and represented by provider type such as cable, DSL, wireless, fiber, etc. This map also incorporates data such as political boundaries and major transportation networks in the state (see *Minnesota's Broadband Map* below).



Statewide Broadband Availability by Provider Density: Similar to the aforementioned **Availability by Platform** mapping, this additional depiction of broadband data will be represented by two colors: one for areas with only one provider and another for those with multiple providers. There is no distinction as to the type of service available in any given area (see *Kentucky's Broadband Service Inventory Map* below).



Statewide Unserved Households by Census Block: This presentation of data uses the smallest geographic region that the U.S. Census acknowledges – the Census Block – and the broadband data to create a representation of the number of households in any given census block that do not have service available. In order to determine the definitions of unserved and underserved as defined in the BTOP broadband infrastructure grant program, it is first necessary to determine the number of households without broadband availability, thereby deducting the number of unserved households from the state’s total household count in order to determine the percentage of household with broadband availability. This practice has been successfully deployed in all states where Connected Nation is engaged. This example from Connect West Virginia’s program provides information regarding the number of households in all unserved Census Block units in the state.



d. SECURITY AND CONFIDENTIALITY

A key component of Connect Minnesota's broadband mapping process is the protection of confidential information, as required in the NTIA State Broadband Data and Development grant program. Connect Minnesota executes Non-Disclosure Agreements with each provider, consistent with the principles and guidelines for data confidentiality rules outlined in Sections III and IV of the NTIA SBDD NOFA.

Connect Minnesota establishes a legal and technical program that ensures full protection of broadband service providers' confidential and proprietary data that are necessary to complete the maps. To that end, Connect Minnesota incorporates the following processes in all of its mapping programs:

- Full public disclosure from the outset to all state and or federal officials, providers and the general public of the type and form of data that Connect Minnesota will be releasing publicly and to any government authorities.
- Execution of Non-Disclosure Agreements with broadband providers. These agreements clearly define how each provider's confidential information will be used and protected. The data that is protected via non-disclosure agreements is limited to highly sensitive network infrastructure information, which is processed by Connect Minnesota to determine the broadband availability footprint and GIS maps. In particular, the specifications of the network infrastructure and equipment, such as the frequencies and beamwidth of wireless signals, latitude/longitude coordinates of digital subscriber line access multiplexers (DSLAMs), or the specifications of fiber routes, remain confidential. The NDAs also protect the confidentiality of provider specific data. (See below for a sample NDA)
- Established protocol for data transfer and processing that ensures maximum protection of the confidential data held by Connect Minnesota.
- Established IT-based secure system for data storing and hosting.

Importantly, these data confidentiality requirements offer the possibility for Connect Minnesota to disclose highly detailed, granular maps and information about the broadband inventory in the state. Connect Minnesota can produce maps and/or datasets that describe broadband availability by platform (as defined in the SBDD NOFA) at multiple levels of geographic disaggregation, including: Statewide, County, Census Tract, Census Block Group, Census Block, political district, municipality, tribal boundaries or other. Connect Minnesota will work with the Minnesota Department of Commerce to define, at the beginning of the project, the different levels of disaggregation of the interactive maps. The Broadband STAT platform will enable Connect Minnesota to establish different password protected data layers for each of these maps, as specified by the Minnesota Department of Commerce. The different maps presented will be user friendly and searchable, providing a valuable tool to the Minnesota Department of Commerce and the public at large.

Connected Nation's past success in producing timely, accurate, granular statewide broadband maps is based on a collaborative, volunteer partnership between the State and broadband providers. By establishing a model for data protection and executing Non-Disclosure Agreements with providers to satisfy data confidentiality concerns, Connected Nation has obtained full cooperation from broadband providers, who have agreed to participate in the

mapping program voluntarily and share their data with Connected Nation. Perhaps most importantly, broadband providers become engaged in and committed to the larger collaborative effort to increase broadband deployment statewide. As a result, Connected Nation has successfully and repeatedly delivered to our state clients the powerful broadband mapping tools that the NTIA mapping program now calls for through the SBDD program. By way of example, Connected Nation worked with more than 120 providers across the state of Minnesota to develop the initial Connect Minnesota broadband map in less than four months. Connected Nation is confident that this successful model will work in the state of Minnesota, if the mapping program encourages voluntary provider participation in the mapping program.

The following is a general nondisclosure and data sharing template which will be used in a substantially similar form with all providers to govern use and the exchange and protection of Confidential Information received from providers. The exact terms may vary slightly between providers. However, the final form will clearly allow Connected Nation to meet all requirements of the SBDD NOFA and other applicable state agreements.

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (herein the "Agreement") is dated and effective as of _____, 2009 ("Effective Date"), by and between _____, a corporation with an address for notice and located at _____ ("BBP") and Connected Nation, Inc. a not-for-profit corporation with an address for notice and located at 1020 College Street, Bowling Green, KY 42101 ("Connected Nation").

WHEREAS:

- I. The Federal Government through the National Telecommunications and Information Administration ("NTIA") and the Rural Utilities Service ("RUS") have made available multiple grant and loan programs ("Federal Programs") to fund broadband mapping, infrastructure, adoption, public accessibility and to promote the general use of broadband technology and applications with such programs' reporting and other requirements of funding being outlined in a relevant Notice of Funds Availability as it may from time to time revised or amended ("NOFA"); and,
- II. Included among the Federal Programs is the State Broadband Data Development grant program ("SBDD") governed by that certain Notice of Funds Availability inclusive of all appendices, attachments, exhibits and revisions or amendments thereto, first published in volume 74, number 129, at page 32545 hereby incorporated by reference as if fully restated verbatim herein; and,
- III. State Governments ("States") have partnered with Connected Nation to work together toward implementation, expansion and leveraging of these Federal Programs and other such similarly focused programs for the benefit of the States ("State Programs"); and,
- IV. The Parties desire to assist the States and Connected Nation in their implementation of Federal Programs and State Programs for the benefit of the States ("Project");
- V. The Parties are in possession of certain confidential and proprietary information which may be helpful in advancing these mutually beneficial goals, and both acknowledge that they may receive, from or on behalf of the other Party or its Affiliates, certain information, including trade secret information, considered to be confidential, valuable and proprietary by that Party. "Affiliates" means any company owned in whole or in part, now or in the future, by a Party or by one or more direct or indirect subsidiaries controlled by the Party.
- VI. When a Party ("Provider") shares confidential and proprietary information with the other Party ("Recipient"), the confidential and limited use conditions of this Agreement shall apply.

NOW THEREFORE, IN FULL CONSIDERATION of the mutual promises, covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties agree as follows:

TERMS

- a) "Confidential Information" shall be defined in identical terms to the most recent, revised, applicable and in force definition outlined in the SBDD NOFA, as the same may from time to time be revised or amended.
- b) All information, including Confidential Information, received by Connected Nation or its Affiliates from BBP or its Affiliates may be used in furtherance of the Project and Connected Nation is hereby granted a worldwide, perpetual, royalty-free, revocable license for the use of such information, including Confidential Information, limited as follows:
 - i) That Connected Nation may use BBP's Confidential Information to derive maps, interactive websites and tabular data representations of BBP's broadband coverage area, network information, and coverage attributes and other such representations of information including Confidential Information all as may be required by a Project (collectively "Works"); and,
 - ii) That Connected Nation may provide the National Telecommunications Information Administration or other agency of the United States Federal Government funding or administering a Project with any such Works as may be required by the Project terms and conditions as outlined in any applicable NOFA. BBP acknowledges that such provision of Works may likely result in the disclosure of Confidential Information to governmental authorities and that, once such disclosures are made by

PROPRIETARY AND CONFIDENTIAL. MAY NOT BE DISCLOSED OUTSIDE THE PROVIDER AND RECIPIENT COMPANIES.

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- Connected Nation as required by a Project NOFA, Connected Nation is fully released from any liability for the actions of the third party governmental authority regarding the disclosure, sharing or use of Confidential Information; and,
- iii) That Connected Nation may provide Works to any U.S. State or Territory for whom a State Program involving Connected Nation has been commenced, provided that no Confidential Information is disclosed to any state government or other third party, except as otherwise provided for herein; and,
 - iv) That any Works may differentiate between general broadband service types (such as DSL, cable, fixed wireless, BPL and others), and may, at a pinpoint, address level, identify all broadband providers known to Connected Nation at a given location; and,
 - v) No use of Confidential Information by Connected Nation and consistent with the terms provided for herein shall constitute a disclosure of Confidential Information pursuant to the terms of this Agreement.
- c) Recipient will protect Confidential Information provided to Recipient from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Confidential Information as Recipient uses to protect its own highly confidential and proprietary information, but not less than a reasonable standard of care.
- d) Recipient may provide Confidential Information only to its employees, corporate Affiliates, consultants, independent contractors and agents who:
- i) Have a substantive need to know such Confidential Information in connection with the Project;
 - ii) Have been advised of the confidential and proprietary nature of such Confidential Information; and
 - iii) Have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their engagement with Recipient.
- e) Confidential Information provided to Recipient in written or other tangible or electronic form will be marked with a confidential and proprietary notice, or if provided orally or visually will be designated as confidential and proprietary at the time of such disclosure or within a reasonable period thereafter. In addition, any information provided to, or received by Recipient (including information visually observed by Recipient while on Provider's premises) that is by its nature and content reasonably distinguishable as the confidential and proprietary information of Provider but is not specifically marked or orally designated as confidential and proprietary by Provider, will be treated as Confidential Information subject to the obligations of this Agreement.
- f) Provider's Confidential Information does not include:
- i) Any information Provider publicly discloses;
 - ii) Any information Provider in writing authorizes Recipient to disclose without restriction;
 - iii) Any information Recipient already lawfully knows at the time Provider disclosed it to Recipient, without an obligation to keep it confidential;
 - iv) Any information Recipient lawfully obtains from any source other than Provider, provided that such source lawfully disclosed such information; or
 - v) Any information, maps, interactive websites, tables, drawings, exhibits or other Intellectual Property Connected Nation independently creates with or without reference to BBP's Confidential Information.
- g) Parties acknowledge that any discrepancy between the SBDD NOFA and the terms provided for herein shall be resolved in favor of the SBDD NOFA. Nothing contained herein shall be construed to limit Connected Nation's reporting and data sharing obligations under the SBDD NOFA, including sharing of BBP's Confidential Information with NITA and other federal agencies, as may be required.
- h) If Recipient is otherwise required to provide Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law not otherwise provided for herein, Recipient must first provide Provider with prompt written notice of such requirement and cooperate with Provider to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all information disclosed by Provider in response to a written court order, subpoena, regulation or process of law.
- i) Recipient may make tangible or electronic copies and notes of Confidential Information only as necessary for use as authorized herein. All tangible or electronic copies or notes must be marked with the same confidential and proprietary notice as appears on the original. All information provided orally or visually by Provider and reduced by Recipient to tangible or electronic notes must be marked by Recipient as Provider's confidential and proprietary information and will be considered Confidential Information for purposes of this Agreement.

PROPRIETARY AND CONFIDENTIAL. MAY NOT BE DISCLOSED OUTSIDE THE PROVIDER AND RECIPIENT COMPANIES.

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- j) All Confidential Information remains at all times Provider's property. Upon Provider's request, all or any requested portion of the specific Confidential Information will be promptly returned to Provider or destroyed, and Recipient will provide Provider with written certification stating that such information has been returned or destroyed.
- k) Recipient may identify Provider, its Affiliates and any other owner of Confidential Information protected under this Agreement in reasonable advertising, promotional materials, press releases, and other public disclosure as a contributing internet service provider, provided no specific data covered by the terms of this Agreement is revealed. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Confidential Information to Recipient.
- l) The term of this Agreement and Recipient's obligations hereunder commence on the Effective Date and extend with regard to all Information until five (5) years after the date of final disclosure of Information hereunder, but in no case greater than ten (10) years from the Effective Date. Thereafter, Recipient's obligations hereunder only continue in effect with respect to any Confidential Information that is a trade secret under applicable law.
- m) This Agreement is not a commitment by Provider to enter into any transaction or business relationship with Recipient, nor is it an inducement for Recipient to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties. All Confidential Information is provided to Recipient 'as is,' and Provider makes no warranties or representations with respect to its content, accuracy or completeness.
- n) Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Provider and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Provider or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement without the necessity of a bond. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- o) No forbearance, failure or delay by Provider in exercising any right, power or privilege is a waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.
- p) If and to the extent any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
- q) This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
- r) This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both Parties. Each Party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties have seen and agreed to this Nondisclosure Agreement as evidenced by the signatures of the Parties' authorized representatives below:

BBP:

Connected Nation, Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: _____

Company: _____

PROPRIETARY AND CONFIDENTIAL. MAY NOT BE DISCLOSED OUTSIDE THE PROVIDER AND RECIPIENT COMPANIES.

2. PROJECT FEASIBILITY (30%)

a. APPLICANT CAPABILITIES

MINNESOTA'S MAPPING BUDGET AND NARRATIVE

The collaborative Connect Minnesota partnership between the State of Minnesota through the Minnesota Department of Commerce and CN demonstrates a solid, effective partnership capable of optimally leveraging the immense opportunity presented by this federal grant program. In developing a project budget, the state and CN closely coordinated efforts to develop an informed budget guided by prior experience during the Connect Minnesota mapping initiative and supported by financing through documented in-kind support.

To support baseline budgetary assumptions and approach, CN leveraged its expertise by employing a deliberate and thoughtful methodology to develop a cost model based on well established historical precedent with similar mapping projects in other states. This sound approach to budget planning relies upon CN's rich program history adjusted for consideration of the enhanced project scope and compressed timeline for deliverables required by NTIA. In order to accommodate the compressed timeframe for data delivery as outlined in the NOFA, Connected Nation began significant project related, pre-award work in the state of Minnesota. As a result, if the enclosed grant application is successful, Connected Nation anticipates requesting reimbursement for pre-award costs effective as of February 17, 2009, the date of the NOFA release.

Mapping	Federal	Non-Federal	Total
Personnel			
Total Personnel	1,093,518	71,000	1,164,518
Fringe Benefits	273,380	17,752	291,132
Travel	206,616	-	206,616
Equipment	134,379	-	134,379
Supplies	81,016	-	81,016
Contractual	228,151	38,084	266,235
Other Line Items: Datasets	-	1,257,193	1,257,193
Other Line Items: Outreach	64,164	-	64,164
Indirect Cost	891,955	593,154	1,485,109
Total	\$ 2,973,179	\$ 1,977,183	\$ 4,950,362
Percent of Total	60.06%	39.94%	

Budget assumptions have been driven by three high-level project areas: provider and community outreach enabling data acquisition; technical expertise necessary for data encoding, mapping and updates; and reliable measures for data validation.

While costs associated with reliable data validation efforts are largely independent of state size or the number of broadband providers, expenses for outreach and data collection, as well as costs for data encoding and mapping are directly related to the state population and the number of broadband providers – more providers translates directly to more data collection and more data mapping causing a higher expense.

The current costing model accounts for a provider relationship management cost of 0.5 hours of FTE time per provider with a reduced update expense of 0.25 hours of FTE time per provider per update for relationship management. These relationships are pivotal in enabling broadband providers to build the levels of trust necessary to participate in this voluntary program. In addition, the costing model contemplates an initial expense of 1 hour of attorney time per provider initially to secure appropriate data sharing relationships with a reduced rate of 0.25 hours of attorney time for each update for ongoing intellectual property and other legal concerns associated with mapping and outreach. Data acquisition for community anchor institutions has also been contemplated as a part of outreach and is based upon state population, as population would most accurately reflect the number of those facilities which must be included in the project.

Like outreach, technical expertise expenses are also driven by the number of providers. CN's cost model has normalized these expenses by studying historical, empirical costs for this technical expertise in prior broadband mapping projects and dividing those costs by the number of broadband providers involved in those projects – resulting in an historical *average cost per provider*. This normalized standard was then extended to Minnesota based upon the number of providers in that state and adjusted by a factor of 1.5x prior per provider costs to accommodate the increased scope of the SBDD program's expectations. This 1.5x factor of adjustment was based upon a technical review and detailed analysis of the enhanced effort level required for data encoding, mapping, and reporting versus previous mapping experiences as well as a technical review with senior analysts. In addition, project coordination and management staffing resources have been budgeted to support on site operations housed within state government offices. The data processing and mapping budget also reflects the budgetary impact of contractual resources required to be engaged on a short term basis to meet the compressed timeframe for the initial delivery of datasets.

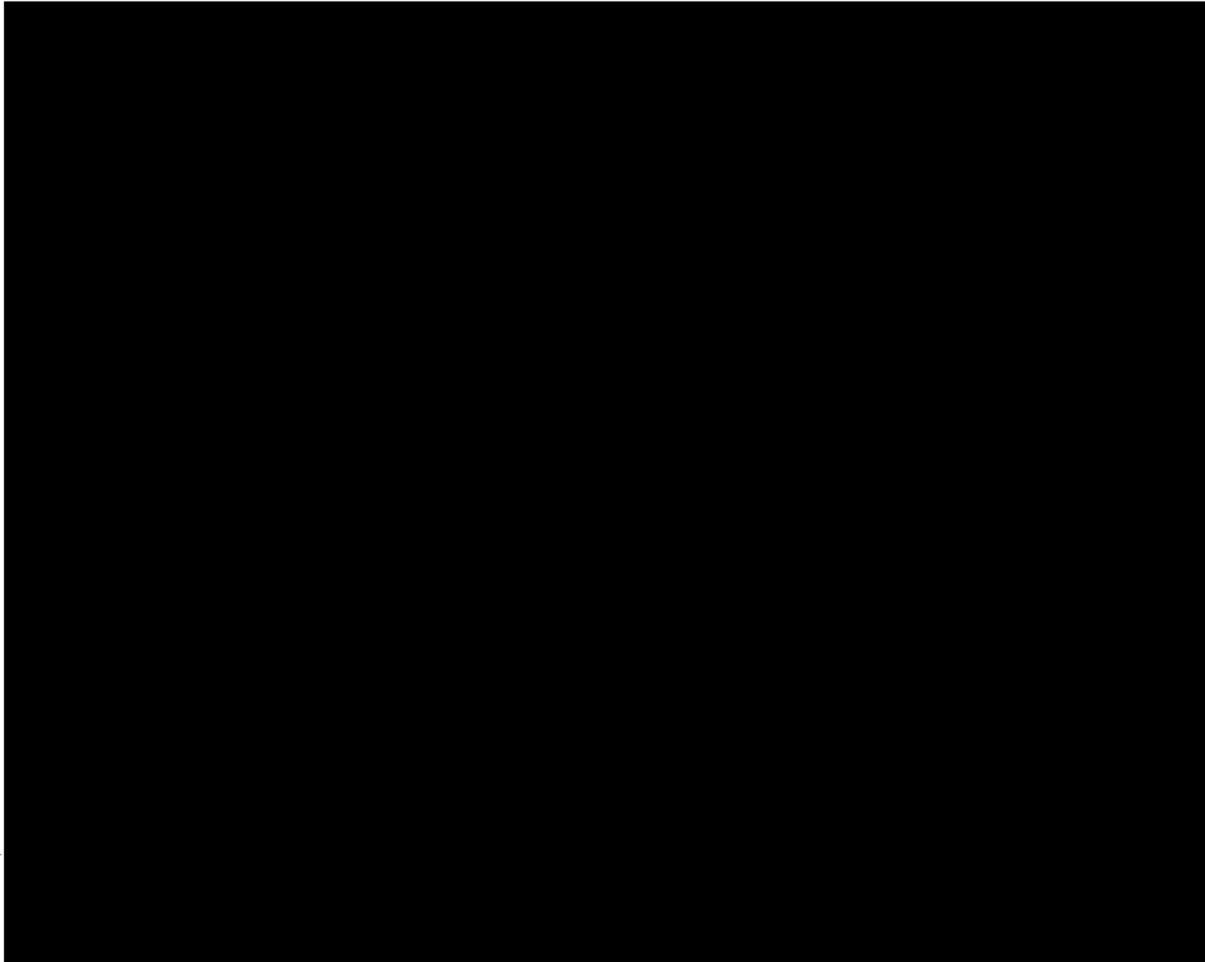
Finally, reliable data validation is consistent with historical precedents. Statistically relevant telephone surveys, internet inquiries and verification, and the other standardized validation measures employed are largely consistent and independent of a state's population or number of providers. As such, this general budget area has been contemplated as a similar cost scaled appropriately to achieve and exceed those validation measures required in the grant guidelines.

In consideration of this scaled, empirically based cost model, this grant proposal will seek a bottom line budget of \$2,973,179 in federal grant funds for the 5-year mapping project from NTIA for the benefit of the state of Minnesota. A non-federal, documented in-kind

match will be provided from various sources of \$1,977,183 making the total SBDD mapping project budget \$4,950,362.

Role	Hourly Rate	Initial Hours (6 Months)	Update Hours (6 Months)	Initial Base Personnel Cost	Update Base Personnel Cost
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GIS



Total Employee Hours		4,288	3,716		
Total Employee FTE's		4.12	3.57		
Total Contractor Hours		73	28		
Total Contractor FTE's		0.07	0.03		
Total Mapping Hours		4,360.98	3,744.48		
Total Mapping FTE's		4.19	3.60		

Personnel:



[REDACTED]

Personnel costs would account for nearly 7,500 personnel hours annually to provide the necessary long-term staff for the data collection efforts to continue the outreach efforts to providers of broadband in Minnesota; to collect and update the data in accordance with NTIA's mapping NOFA; to produce a NOFA compliant statewide broadband availability map; to establish data verifiability protocols to ensure accuracy of data and continual testing and checking of mapping data; to manage data update gathering and reporting; to develop and undertake a targeted media campaign to build awareness of consumer's ability to test their broadband speed; to process provider specific information to fulfill the NTIA reporting requirements; to provide periodic reports to the State of Minnesota; and for overall project management and coordination. [REDACTED]

[REDACTED] This baseline of compensation will ensure this collaborative partnership can assemble a qualified team to meet the challenges and full take advantage of all opportunities presented by this program for the benefit of the State of Minnesota.

The State of Minnesota will allocate, at a minimum, 2 full time staff members each spending between 5% and 20% of their work time providing oversight and support to the broadband mapping project, including the mapping planning project. The cost of this staff work time, including salaries and benefits, will amount to approximately \$32,500 per year for a total of nearly \$176,000 for the full length of the five-year program, which includes a 3.25% cost-of-living adjustment each year.

The total personnel costs are \$1,164,518: \$1,093,518 from federal sources and \$71,000 as an in-kind contribution from Minnesota. All personnel costs except as noted above include a 4% cost of living adjustment annually.

Fringe Benefits: Fringe benefits are estimated to be a standard rate of 25% of total personnel costs. The cost of fringe benefits included over the life of this grant, based upon projected personnel costs is \$291,132. The amount requested from federal sources is \$273,380 with \$17,752 provided as an in-kind match from Minnesota.

Travel: Travel costs are comprised of mileage, meals, airfare, and hotel accommodation, as well as rental car and associated fuel costs necessary to meet the requirements of the NOFA. Other miscellaneous travel costs may also be included in this category, as needed. Mileage costs would be paid at the applicable standard federal rate which is currently \$.55 per mile; meal costs are estimated at \$45 per day based on the current standard federal per diem rate; airfare costs are based on an average of \$500 per round-trip flight; hotel costs are based on an average of \$200 per night; and rental car and associated fuel costs are based on an average of \$90 per day. All travel costs include a 4% annual inflation adjustment. The total travel costs are projected to be \$206,616, all paid from federal sources.

Equipment:

Supplies: Supply costs include, but are not limited to, office supplies and office expense costs as well as costs for postage, printing, telephone and other similar items directly related to the implementation of this program. The supplies budget includes an initial amount of \$5,000 for each FTE for small equipment as well as \$250 per month per FTE for office supplies, small equipment replacement cost or other necessary costs as detailed above or project specific miscellaneous cost. The total supply costs are projected to be \$81,016, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual:

Datasets: Connect Minnesota will contribute its datasets and maps related to the current Connect Minnesota mapping project toward fulfillment of the in-kind matching requirement. These datasets and maps currently have a fair market value of \$441,001 with detailed calculation and valuation methodology attached.

The State of Minnesota will provide the following sets of data that have been collected and will be updated using state resources to enhance the value and functionality of the broadband maps that will be created:

Orthimagery (Current/Color)
Master Address List
Community Anchor Institutions
Addressable Street Network

The fair market value of these data sets is approximately \$816,192.

The combined fair market value of both collections of datasets is \$1,257,193.

Outreach: As an additional component of the community and provider outreach efforts, the partners contemplate a robust education and outreach program. The purpose of this piece of the project will include general awareness raising of the mapping endeavor, development of high-level appreciation for broadband, its utility and application, and specifically to drive public interest in the interactive map, broadband speed test and consumer-level data validation measures. This general public education effort has sustainable benefits in encouraging the embrace of technology and thereby improving digital literacy and interest and unique application of the broadband maps. The total outreach costs are projected at \$64,164: all paid from federal sources. All outreach costs include a 4% annual inflation adjustment.

Indirect Cost: Indirect costs are those that will be incurred for common or joint objectives and cannot readily be identified with a particular direct cost objective. In compliance with OMB Circular A-122, CN's indirect costs include items, when not associated directly with a project, such as telecommunications; printing; rent; utilities; depreciation; insurance; postage; hardware and software costs; general administration and other general expense; personnel cost of administrative, accounting and human resource employees; operation and maintenance expense; as well as grant compliance, grant financial reporting and auditing costs (when applicable). Generally, the approach to this budget has attempted to directly expense those costs when practical, however, as the partners are engaged in multiple projects, overhead expenses are difficult if not impossible to delineate between projects. Therefore, indirect costs are included in the budget at a rate of 30%. This rate is proposed as a conservative estimate to properly account for the common benefits realized by the project. At the 30% rate, indirect costs included over the life of this grant are \$1,485,109. The amount requested from federal sources is \$891,955, \$583,083 provided as an in-kind match from Connected Nation and \$10,071 provided as an in-kind match for leased space from the State of Minnesota.

MINNESOTA'S PLANNING BUDGET AND NARRATIVE

Connected Nation proposes to utilize planning funds to work collaboratively with the Minnesota Department of Commerce to achieve a number of the BDIA-related purposes as outlined in Section 5 below. Minnesota's cost proposal will seek \$495,300 of federal grant funds for the 5-year planning project from NTIA for the benefit of the state of Minnesota. A non-federal in-kind match will be provided from various sources of \$124,590 making the total SBDD planning project budget of \$619,890.

Planning	Federal	Non-Federal	Total
Personnel			
Total Personnel	172,500	69,768	242,268
Fringe Benefits	43,126	17,444	60,570
Travel	6,128	-	6,128
Equipment	43,764	-	43,764
Supplies	8,300	-	8,300
Contractual	72,892	-	72,892
Other Line Items: Datasets	-	-	-
Other Line Items: Outreach	-	-	-
Indirect Cost	148,590	37,378	185,968
Total	\$ 495,300	\$ 124,590	\$ 619,890
Percent of Total	79.90%	20.10%	

Personnel: Personnel costs primarily include a portion of CN employees' time necessary to fill the following roles of planning and research through a broadband planning staff and a research staff.

Personnel costs would account for nearly 850 personnel hours annually to provide the necessary long-term staff to facilitate Minnesota's broadband planning efforts.

The total personnel costs are \$242,268: \$172,500 from federal sources and \$69,768 as an in-kind contribution from Minnesota. All personnel costs except as noted above include a 4% cost of living adjustment annually.

Fringe Benefits: Fringe benefits are estimated to be 25% of the total personnel costs. The cost of fringe benefits included over the life of this grant are \$60,570. The amount requested from federal sources is \$43,126 with \$17,444 provided as an in-kind match from Minnesota.

Travel: Travel costs are comprised of mileage, meals, airfare, and hotel accommodation, as well as rental car and associated fuel costs necessary to meet the requirements of the NOFA. Other miscellaneous travel costs may also be included in this category, as needed. Mileage costs would be paid at the applicable standard federal rate which is currently \$.55 per mile; meal costs are estimated at \$45 per day based on the current standard federal per diem rate; airfare costs are based on an average of \$500 per round-trip flight; hotel costs are based on an average of \$200 per night; and rental car and associated fuel costs are based on an average of \$90 per day. All travel costs include a 4% annual inflation adjustment. The total travel costs are projected to be \$6,128, all paid from federal sources.

Equipment:

Supplies: Supply costs include, but are not limited to, office supplies and office expense costs as well as costs for postage, printing, telephone and other similar items directly related to the implementation of this program. The supplies budget includes an initial amount of \$5,000 for each FTE for small equipment (employee specific such as a laptop, desk, chair, etc.) as well as \$250 per month per FTE for office supplies, small equipment replacement cost or other necessary costs as detailed above or project specific miscellaneous cost. The total supply costs are projected to be \$8,300, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual:

The total contractual costs are \$72,892, all paid from federal sources. All contractual costs include a 4% cost of living adjustment annually.

Indirect Cost: Indirect costs are included at a rate of 30%. These indirect costs included over the life of this grant are \$185,968. The amount requested from federal sources is \$148,590 with an amount projected of \$37,378 to be contributed in-kind by CN. Indirect costs are those that will be incurred for common or joint objectives and cannot readily be identified with a

particular direct cost objective. In compliance with OMB Circular A-122, CN's indirect costs include items, when not associated directly with a project, such as telecommunications; printing; rent; utilities; depreciation; insurance; postage; hardware and software costs; general administration and other general expense; personnel cost of administrative, accounting and human resource employees; operation and maintenance expense; as well as grant compliance, grant financial reporting and auditing costs (when applicable).

b. APPLICANT CAPACITY, KNOWLEDGE AND EXPERIENCE

Connected Nation, Inc.: Connected Nation is a national 501(c)(3) non-profit corporation based in Washington, D.C. We believe that states, communities, families, and individuals can realize great economic and social advantages when we accelerate broadband availability and increase broadband use in all areas, rural and urban alike. As a national 501(c)(3) non-profit corporation, Connected Nation is focused solely on closing the digital divide. We work by the motto: *Enabling Technology, Empowering People*. We exist to help states, communities, families, and individuals realize the great economic and social advantages that occur when broadband availability is accelerated.

Mission Statement: Connected Nation, Inc. believes that states, communities, families and individuals can realize great economic and social advantages when we accelerate broadband availability and increase broadband use in all areas, rural and urban alike. Connected Nation, Inc. facilitates public-private partnerships to increase access to and use of broadband and related technology, creating dramatic results that translate into economic and community development, better education, higher quality healthcare, more efficient public service, and improved quality of life. Connected Nation, Inc. aspires to be recognized as an international market leader among organizations that work in the trenches to bridge the digital divide and increase opportunities that are enabled when people have the ability and desire to connect.

Our History: Through its pilot initiative, ConnectKentucky, Connected Nation developed a nationally-recognized model for spurring broadband deployment and increasing broadband adoption. Connected Nation since then has launched sister initiatives in Illinois, Ohio, Tennessee, and Texas. Connected Nation's successful model consists of five primary components:

1. Broadband infrastructure mapping and planning,
2. Comprehensive research on broadband use and barriers to broadband adoption,
3. Launching a statewide grassroots technology planning and awareness campaign that consists of local "e-Community Leadership Teams" in each county,
4. Facilitating a collaborative relationship between the state and the broadband provider community, including estimating the true cost of service build-out into unserved areas, and
5. Increasing the use and ownership of computers and related devices that incite demand for broadband.

Connected Nation is the nation's leading expert in broadband inventory mapping. Under Connected Nation's pilot program, ConnectKentucky, we developed the first state-wide broadband inventory map in America back in 2005. Since then, Connected Nation has produced even more accurate and expedient mapping programs in the states of Tennessee (2008), Ohio

(2008), South Carolina (2008), West Virginia (2008), Minnesota (2009) and North Carolina (2009). This history places Connected Nation as the most experienced broadband mapping agent in the nation. To accomplish these maps, Connected Nation has engaged in volunteer, collaborative partnerships with over 340 providers, including the largest providers in the nation, many of which served the broadband needs of the state of Minnesota. Connected Nation's longstanding relationship as a trusted mapping partner with broadband providers places us in a unique position to deliver accurate and timely maps in the state of Minnesota.

Further, because Connected Nation facilitates true public-private partnerships, we have been able to partner with multiple state governments, as listed above, as well as leading private sector stakeholders in the advancement of broadband services. The following private sector leading entities are partners of Connected Nation: Alliance for Digital Equality, American Academy of Nursing, American Homeowners Grassroots Alliance, American Farm Bureau Federation, AT&T, Cisco Systems, Comcast Corporation, Communications Workers of America, CTIA – The Wireless Association, Digital Bridge Communications, Entertainment Consumers Association, ESRI, Information Technology & Innovation Foundation, Intel Corporation, Internet Innovation Alliance, Joint Center for Political and Economic Studies, Kansas Farm Bureau Federation, Microsoft Corporation, Minority Media and Telecommunications Council, National Association of State Chief Information Officers, National Cable Telecommunications Association, National Consumers League, The National Grange, NIC, Ohio Farm Bureau Federation, Phoenix Center for Advanced Legal & Economic Public Policy Studies, Telecommunications Industry Association, Tennessee Farm Bureau Federation, The Children's Partnership, U.S. Chamber of Commerce, USTelecom, Verizon Communications, Voyant International Corporation, and Windstream Communications. Connected Nation is prepared to leverage all of these relationships to work with the state of Minnesota to successfully address the opportunity for the state under the Broadband Stimulus plan, including the broadband infrastructure grant opportunities as well as the public computing centers program and the sustainable adoption programs.

Connected Nation's Grant Awards List:

1. **Bill and Melinda Gates Foundation** (2008-2010): Connected Nation was selected from an invitation-only solicitation for a project aimed at increasing broadband access and utilization in America's public library systems.
2. **USDA Rural Utilities Service Community Connect Grants** (2006 - 2008): Connected Nation successfully led the efforts on several RUS Community Connect Grants. The RUS Community Connect Grant is one of the most competitive and difficult-to-win grants. To date, Connected Nation has secured awards on three Community Connect grants.
3. **ARC Grant for Connected Nation's No Child Left Offline Program and ConnectKentucky Operations** (2001 – present): ARC has provided funding in many different forms to support our research, mapping, and broadband deployment efforts. Most recently they have provided funding in their region of Kentucky for our No Child Left Offline/Computers for Kids programs.
4. **DRA Grant for Community Development** (2005 - 2008): Connected Nation received this grant to fund community planning, awareness and development efforts (eCommunity) in DRA counties.

5. **AT&T Foundation** (2007 – present): Grant funding received from the AT&T foundation has supported our No Child Left Offline/Computers for Kids programs in multiple states.
6. **AEP** (2007 – present): Grant funding received from American Electric Power Company has supported our No Child Left Offline/Computers for Kids programs in their regions of Kentucky.
7. **Connect State Programs** (2001 – present)
 All Connect State programs are underwritten through public/private grants for broadband deployment efforts. All of the state programs, with the exception of our involvement in California, have included a statewide, broadband inventory map. In each state initiative, Connected Nation has written and been awarded a combination of federal, state and/or private grants ranging from region to program specific grants. Examples of some of the federal grants utilized are Appalachian Regional Commission (ARC) and Delta Regional Authority (DRA) grants. State grants have traditionally been in the form of economic development or technology grants. Private contributions have been in many different forms such as partnership contributions or foundation grants for program specific needs.

- **Connected Texas 2009**
- **Connect Kansas 2009**
- **Connect Colorado 2009**
- **Connect Illinois 2009**
- **Connect North Carolina 2009**
- **Connect Minnesota 2008**
- **Connect South Carolina 2008**
- **Connect West Virginia 2007**
- **Connect Ohio 2007**
- **Connected Tennessee 2007**
- **ConnectKentucky 2001**

3. EXPEDIENT DATA DELIVERY (20%)

Connected Nation and its subsidiary, Connect Minnesota is prepared and well positioned to ensure that the required deadlines of data submission, as set forth in the *Technical Appendix A* of the NTIA Mapping NOFA are met. These deadlines include November 1, 2009, a substantially complete dataset or partial dataset; February 1, 2010, a substantially completed dataset; and March 1, 2010, a fully completed dataset. While these deadlines are ambitious, Connected Nation has a successful, proven track record in compiling such required datasets in the desired timeframe, and producing the corresponding statewide mapping suite of products that is described above in *Section c. Accessibility*.

Specifically, for the state of Minnesota, Connected Nation was able to initiate provider outreach, execute the necessary NDAs to facilitate data transfer with over ninety-six (96) providers in the state, process, assimilate and produce the necessary datasets, all pursuant to the timely deliver of the state’s initial mapping products within a three (3) month window of time. This feat accounted for nearly ninety percent (90%) of the final provider sample in the final versions of the maps produced over the entire eight-month project.

Connected Nation's experience and longstanding relationship as a trusted mapping partner with over 340 broadband providers, including the largest providers in the nation, many of which serve the broadband needs of Minnesota's citizens and businesses, places Connected Nation in a unique position to deliver accurate and timely datasets and maps in the state of Minnesota. Additionally, Connected Nation has a strong relationship with the major telecommunications and cable associations in the country, who have been instrumental in reaching smaller, single-state telecommunications and cable providers with whom we do not have an established relationship. The following national trade associations are members of Connected Nation's Board of Directors: USTelecom, National Cable and Telecommunications Association, CTIA (the Wireless Association). Connected Nation is a member of WCAI and has informal collaborative relationships with OPASTCO and the National Telecommunications Cooperative Association, which represent hundreds of small corporate and cooperative providers across the country.

Delivering this requirement will entail the following programmatic steps:

- i) Identify and establish relationships with all providers in the state;
- ii) Gather and process data from each individual provider;
- iii) Produce a state-wide broadband availability map;
- iv) Establish data verifiability protocols to ensure accuracy of data and continual testing and checking of mapping data;
- v) Process provider specific information to fulfill the reporting requirements; and
- vi) Provide semi-annual updates to meet the requirements of the SBDD NOFA.

Connected Nation's Program Management Methodology and its personnel employ recognized project management best practices as prescribed by the Project Management Institute's *Project Management Body of Knowledge* (PMBOK®) to provide efficient and effective project administration. While this Project Work Plan is heavily dependent on the cooperative dialogue with several independent stakeholders and therefore assumes a level of inherent risk, Connected Nation takes great effort to mitigate any slippage along this aggressive schedule. A sample work plan is included below.

Minnesota Work Plan

SAMPLE PLAN

<p>September 13, 2009</p> <ul style="list-style-type: none"> • NTIA Notice of Award • Negotiated Memorandum of Understanding
<p>September 20, 2009</p> <ul style="list-style-type: none"> • Connect [NAME OF STATE] Contract Begins
<p>September 27, 2009</p> <ul style="list-style-type: none"> • Submit a complete work plan for the mapping and planning project • Build a comprehensive list Minnesota's broadband providers • Submit list of Minnesota's broadband providers • Begin administration of Non-Disclosure Agreements (NDAs) to each provider • Identify calendar for Connect Minnesota presentations and/or legislative meetings

- Submit Connect Minnesota Communications Plan
- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process where applicable
- Obtain Minnesota approval of Status Report Format and Frequency
- Submit Connect Minnesota website prototype for review
- Launch a mapping website for Connect Minnesota
- Generate press release announcing website launch
- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Identify existing state resources for Community Anchor Institution datasets and establish contact
- Assist smaller providers in the data collection/transfer/verification process
- Submit Connect Minnesota Monthly Program Status Report

October 4, 2009

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process

October 11, 2009

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Determine added resources needed to complement identified Community Anchor Institution datasets and implement program (surveys, local authority outreach, etc.)
- Assist smaller providers in the data collection/transfer/verification process

October 18, 2009

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Process and convert Community Anchor Institutions data
- Assist smaller providers in the data collection/transfer/verification process

October 25, 2009

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Process and convert Community Anchor Institutions data
- Assist smaller providers in the data collection/transfer/verification process
- Submit Connect Minnesota Monthly Program Status Report

November 1, 2009

- Strive to deliver to NTIA substantially complete set of availability data
- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process

November 8, 2009

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)

<ul style="list-style-type: none"> • Process and convert Community Anchor Institutions data • Assist smaller providers in the data collection/transfer/verification process <p>November 15, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Process and convert Community Anchor Institutions data • Assist smaller providers in the data collection/transfer/verification process <p>November 22, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Process and convert Community Anchor Institutions data • Assist smaller providers in the data collection/transfer/verification process <p>November 29, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Process and convert Community Anchor Institutions data • Assist smaller providers in the data collection/transfer/verification process • Submit Connect Minnesota Monthly Program Status Report <p>December 6, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Process and convert Community Anchor Institutions data • Assist smaller providers in the data collection/transfer/verification process <p>December 13, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Process and convert Community Anchor Institutions data • Assist smaller providers in the data collection/transfer/verification process <p>December 20, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Assist smaller providers in the data collection/transfer/verification process <p>December 27, 2009</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Assist smaller providers in the data collection/transfer/verification process where applicable. • Submit Connect Minnesota Monthly Program Status Report <p>January 3, 2010</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers • Process and convert provider supplied data (infrastructure and service area) • Assist smaller providers in the data collection/transfer/verification process <p>January 10, 2010</p>
<ul style="list-style-type: none"> • Continue administration of Non-Disclosure Agreements (NDAs) to providers

- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process

January 17, 2010

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process

January 24, 2010

- Complete NDA administration for all participating providers (initial map)
- Complete data transfer and conversion process (initial map)
- Supply coverage maps to each participating provider for verification and error-checking (initial map)
- Completes the data verification process with each broadband provider (initial map)
- Provide initial mapping products to Minnesota
- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Process and convert Community Anchor Institutions data
- Assist smaller providers in the data collection/transfer/verification process

January 31, 2010

- Make each map (initial) available online from the Minnesota website for download in PDF and JPEG formats
- Launches online interactive version of the maps (initial) that is searchable by street address
- Make available a public input/inquiry form online for users to dispute coverage data
- Deliver to NTIA substantially complete set of all broadband mapping data
- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process
- Submit Connect Minnesota Monthly Program Status Report

February 7, 2010

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Process and convert Community Anchor Institutions data
- Assist smaller providers in the data collection/transfer/verification process

February 14, 2010

- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Process and convert Community Anchor Institutions data
- Assist smaller providers in the data collection/transfer/verification process where applicable

February 21, 2010

- Continue administration of Non-Disclosure Agreements (NDAs) to providers

- Process and convert provider supplied data (infrastructure and service area)
- Process and convert Community Anchor Institutions data
- Assist smaller providers in the data collection/transfer/verification process

February 28, 2010

- Provide final mapping products to Minnesota
- Submit final set of maps to Minnesota
- Make each map available online for download in PDF and JPEG formats from the Connect Minnesota website
- Deliver to NTIA a complete set of all broadband mapping data
- Continue administration of Non-Disclosure Agreements (NDAs) to providers
- Process and convert provider supplied data (infrastructure and service area)
- Assist smaller providers in the data collection/transfer/verification process
- Submit Connect Minnesota Monthly Program Status Report

March 7, 2010

- Connected Nation modifies and/or verifies all coverage data and a final set of maps are provided to Minnesota

September 1, 2010

- Commence with Semi-Annual updates through 2014.

4. PROCESS FOR REPEATED DATA UPDATING (10%)

Once the relationships and agreements with broadband providers are established in the first phase of the mapping program, Connect Minnesota will be well positioned to meet the semi-annual update reporting requirements set by the NTIA mapping program. Connected Nation has a proven record of success in this area as well. Our existing state programs contemplate similar updating goals that we have always met in a timely and thorough way.

To ensure the success of such updates, Connect Minnesota will distribute clear, concise forms to all broadband providers in the state that will clearly outline the data that needs to be reviewed and updated by the provider. Clear deadlines for submission of the data will be set. Deadlines will leave ample time for providers to process and submit data. Following our data gathering and mapping process, Connect Minnesota will be able to assist any provider who may not have resources on hand to meet these data updating requirements. This service may be particularly valuable to small providers – both wire-line and wireless – who do not have sufficient in-house resources to meet these data reporting requests. Prior to submitting data to NTIA as specified in the *Technical Appendix A* of the NTIA Mapping NOFA and its clarification, all data will be subjected to a verification and validation process, as outlined above.

In addition to the required semi-annual updates of the broadband data and downloadable maps, Connect Minnesota proposes to update the interactive broadband maps in near real time. That is, Connect Minnesota is prepared to continually update the broadband inventory database for the interactive maps, as updated network data is received from providers or through the ongoing data verification process. This real-time data updating is essential to ensure that broadband maps are current and therefore serve the needs of state officials and citizens alike.

5. PLANNING AND COLLABORATION (10%)

According to the NOFA, page 33, lines 696 through 703, “In addition to inclusiveness and collaboration, proposals including planning components will be evaluated based on how well the proposed planning process will identify service availability gaps, analyze problems and opportunities related to broadband deployment, and determine priorities as well as resolve conflicting priorities. Planning proposals must present the following: (1) the BDIA-related purpose as listed footnote 6; (2) the problem(s) to be addressed; (3) the proposed solution; (4) the anticipated outcomes of the project; and (5) the cost of such proposal in light of the previous factors.”

To effectively meet these evaluation criteria, Connect Minnesota will work collaboratively with the Minnesota Department of Commerce to implement a planning program to achieve a number of the BDIA-related purposes. The recommended program would be led by a broadband planning staff, comprised of joint resources from the state of Minnesota and Connect Minnesota to identify service availability gaps, analyze problems and opportunities related to broadband deployment, and establish priorities. The primary analytical tool for broadband planning staff would be Broadband STAT, a GIS analytics solution developed jointly by Connected Nation and ESRI to provide the next generation in broadband mapping and decision-making. For a detailed description of the Broadband STAT platform see responses to *Section c. Accessibility* above. Specifically, the recommended planning program would:

- (1) Address the following BDIA-related purposes as listed in footnote 6:
 - a. To develop and provide a baseline assessment of broadband deployment in the state;
 - b. To identify and track the areas with low levels of broadband deployment, and, via statistical survey research, the rate at which residential and business users adopt broadband service and other related information technology services, and possible suppliers of such services;
 - c. To identify via statistical survey research barriers to the adoption of broadband service and information technology services;
 - d. To collaborate with broadband service providers and information technology companies to encourage deployment and use;
 - e. To collect and analyze detailed market data concerning use and demand for broadband service;
 - f. To facilitate information exchange regarding use and demand for broadband services between public and private sector users; and
 - g. To create a geographic inventory map of broadband service.

This list accounts for seven of the ten BDIA-related purposes as listed in footnote 6 of the NOFA. The three purposes not included in this list are those that fall well outside the budget of the \$500,000 (county-level local technology planning teams and computer ownership programs) and the one purpose that is already accounted for within the scope of the NOFA requirements for data collection (identification of available broadband speeds).

- (2) Address the state’s challenge of coordinating and understanding:
 - a. The statewide broadband landscape;
 - b. Geographic areas in greatest need of support and/or subsidy;

- c. The barriers to broadband deployment in specific unserved and underserved areas, and the specific opportunities for achieving increased broadband deployment based on the market conditions and geographic/demographic variables of each area;
 - d. The barriers to increased broadband adoption and computer ownership in order to develop effective programs for improving information technology use;
 - e. The synergies and opportunities for coordination across both public and private sectors, including state agencies and broadband providers, to achieve increased broadband deployment and improved broadband adoption and computer ownership.
- (3) Propose a solution and anticipated outcomes by:
- a. Incorporating broadband planning questions into the data validation survey conducted through the mapping grant. This approach would create program efficiencies by piggybacking onto the survey used for data validation in order to collect additional consumer survey data that identifies broadband adoption and computer ownership rates, barriers to broadband adoption and computer ownership, and detailed market data concerning the use and demand for broadband service. These data, in addition to the broadband mapping data, would feed the Broadband STAT tool, enabling a comprehensive picture of the supply and demand for broadband services across a state;
 - b. Empowering a broadband planning team, comprised of staff from both the state of Minnesota and Connect Minnesota, to work collaboratively through Broadband STAT to identify service availability gaps, analyze problems and opportunities related to broadband deployment, and determine priorities as well as resolve conflicting priorities.

This planning proposal would meet all requirements of the SBDD NOFA, while directly targeting the evaluation criteria for the planning component of the SBDDG. Ultimately, the Minnesota broadband planning program would enable and drive additional federal funding opportunities for demand-side program opportunities, such as computer ownership programs and local planning teams, as well as supply-side infrastructure opportunities. The result would be a broadband planning framework for the state of Minnesota that empowers data-driven, research-based analytics to maximize and coordinate broadband stimulus funding across all federal grant/loan programs.

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006

Expiration Date 07/30/2010

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Mapping	11.558	\$ 2,973,179.00	\$ 1,977,183.00	\$	\$	\$ 4,950,362.00
2. Planning	11.558	495,300.00	124,590.00			619,890.00
3.						
4.						
5. Totals		\$ 3,468,479.00	\$ 2,101,773.00	\$	\$	\$ 5,570,252.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Mapping	(2) Planning	(3)	(4)	
a. Personnel	\$ 1,164,518.00	\$ 242,268.00	\$	\$	\$ 1,406,786.00
b. Fringe Benefits	291,132.00	60,570.00			351,702.00
c. Travel	206,616.00	6,128.00			212,744.00
d. Equipment	134,379.00	43,764.00			178,143.00
e. Supplies	81,016.00	8,300.00			89,316.00
f. Contractual	266,235.00	72,892.00			339,127.00
g. Construction					
h. Other	1,321,357.00				1,321,357.00
i. Total Direct Charges (sum of 6a-6h)	3,465,253.00	433,922.00			\$ 3,899,175.00
j. Indirect Charges	1,485,109.00	185,968.00			\$ 1,671,077.00
k. TOTALS (sum of 6i and 6j)	\$ 4,950,362.00	\$ 619,890.00	\$	\$	\$ 5,570,252.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS	
8. Mapping	\$ 1,024,084.00	\$ 915,015.00	\$ 38,084.00	\$ 1,977,183.00	
9. Planning	37,378.00	87,212.00		124,590.00	
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 1,061,462.00	\$ 1,002,227.00	\$ 38,084.00	\$ 2,101,773.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 783,098.00	\$ 244,979.00	\$ 244,980.00	\$ 146,569.00	\$ 146,570.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$ 783,098.00	\$ 244,979.00	\$ 244,980.00	\$ 146,569.00	\$ 146,570.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b)First	(c) Second	(d) Third	(e) Fourth	
16. Mapping	\$ 672,495.00	\$ 541,789.00	\$ 563,460.00	\$ 585,999.00	
17. Planning	110,603.00	90,591.00	94,216.00	97,984.00	
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$ 783,098.00	\$ 632,380.00	\$ 657,676.00	\$ 683,983.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:	Provisional: \$7,300,000 base, \$2,200,000 indirect.		
23. Remarks:	Section E, 16-17 Fifth year can be found in the Mapping Budget file found in the Budget Narrative File(s) section.				

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MINNESOTA'S MAPPING BUDGET AND NARRATIVE

The collaborative Connect Minnesota partnership between the State of Minnesota through the Minnesota Department of Commerce and CN demonstrates a solid, effective partnership capable of optimally leveraging the immense opportunity presented by this federal grant program. In developing a project budget, the state and CN closely coordinated efforts to develop an informed budget guided by prior experience during the Connect Minnesota mapping initiative and supported by financing through documented in-kind support.

To support baseline budgetary assumptions and approach, CN leveraged its expertise by employing a deliberate and thoughtful methodology to develop a cost model based on well established historical precedent with similar mapping projects in other states. This sound approach to budget planning relies upon CN's rich program history adjusted for consideration of the enhanced project scope and compressed timeline for deliverables required by NTIA. In order to accommodate the compressed timeframe for data delivery as outlined in the NOFA, Connected Nation began significant project related, pre-award work in the state of Minnesota. As a result, if the enclosed grant application is successful, Connected Nation anticipates requesting reimbursement for pre-award costs effective as of February 17, 2009, the date of the NOFA release.

Mapping	Federal	Non-Federal	Total
Personnel			
Project Management Staff	259,159	71,000	330,159
Research Staff	89,682	-	89,682
Total Personnel	1,093,518	71,000	1,164,518
Fringe Benefits	273,380	17,752	291,132
Travel	206,616	-	206,616
Equipment	134,379	-	134,379
Supplies	81,016	-	81,016
Contractual	228,151	38,084	266,235
Other Line Items: Datasets	-	1,257,193	1,257,193
Other Line Items: Outreach	64,164	-	64,164
Indirect Cost	891,955	593,154	1,485,109
Total	\$ 2,973,179	\$ 1,977,183	\$ 4,950,362
Percent of Total	60.06%	39.94%	

Budget assumptions have been driven by three high-level project areas: provider and community outreach enabling data acquisition; technical expertise necessary for data encoding, mapping and updates; and reliable measures for data validation.

While costs associated with reliable data validation efforts are largely independent of state size or the number of broadband providers, expenses for outreach and data collection, as well as costs for data encoding and mapping are directly related to the state population and the number of broadband providers – more providers translates directly to more data collection and more data mapping causing a higher expense.

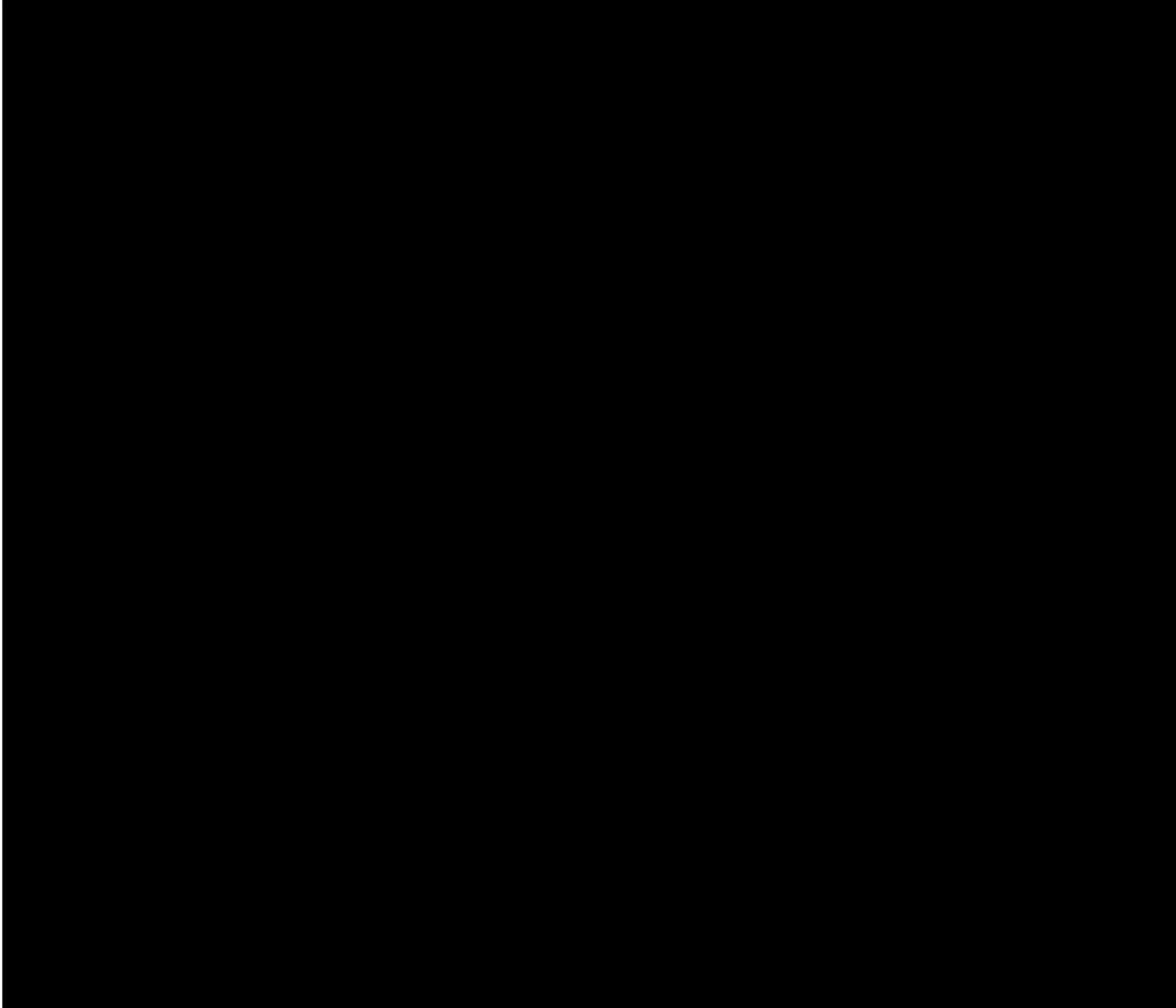
The current costing model accounts for a provider relationship management cost of 0.5 hours of FTE time per provider with a reduced update expense of 0.25 hours of FTE time per provider per update for relationship management. These relationships are pivotal in enabling broadband providers to build the levels of trust necessary to participate in this voluntary program. In addition, the costing model contemplates an initial expense of 1 hour of attorney time per provider initially to secure appropriate data sharing relationships with a reduced rate of 0.25 hours of attorney time for each update for ongoing intellectual property and other legal concerns associated with mapping and outreach. Data acquisition for community anchor institutions has also been contemplated as a part of outreach and is based upon state population, as population would most accurately reflect the number of those facilities which must be included in the project.

Like outreach, technical expertise expenses are also driven by the number of providers. CN's cost model has normalized these expenses by studying historical, empirical costs for this technical expertise in prior broadband mapping projects and dividing those costs by the number of broadband providers involved in those projects – resulting in an historical *average cost per provider*. This normalized standard was then extended to Minnesota based upon the number of providers in that state and adjusted by a factor of 1.5x prior per provider costs to accommodate the increased scope of the SBDD program's expectations. This 1.5x factor of adjustment was based upon a technical review and detailed analysis of the enhanced effort level required for data encoding, mapping, and reporting versus previous mapping experiences as well as a technical review with senior analysts. In addition, project coordination and management staffing resources have been budgeted to support on site operations housed within state government offices. The data processing and mapping budget also reflects the budgetary impact of contractual resources required to be engaged on a short term basis to meet the compressed timeframe for the initial delivery of datasets.

Finally, reliable data validation is consistent with historical precedents. Statistically relevant telephone surveys, internet inquiries and verification, and the other standardized validation measures employed are largely consistent and independent of a state's population or number of providers. As such, this general budget area has been contemplated as a similar cost scaled appropriately to achieve and exceed those validation measures required in the grant guidelines.

In consideration of this scaled, empirically based cost model, this grant proposal will seek a bottom line budget of \$2,973,179 in federal grant funds for the 5-year mapping project from NTIA for the benefit of the state of Minnesota. A non-federal, documented in-kind match will be provided from various sources of \$1,977,183 making the total SBDD mapping project budget \$4,950,362.

Role	Hourly Rate	Initial Hours (6 Months)	Update Hours (6 Months)	Initial Base Personnel Cost	Update Base Personnel Cost
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Total Employee Hours		4,288	3,716		
Total Employee FTE's		4.12	3.57		
Total Contractor Hours		73	28		
Total Contractor FTE's		0.07	0.03		
Total Mapping Hours		4,360.98	3,744.48		
Total Mapping FTE's		4.19	3.60		

Personnel:



[REDACTED]

Personnel costs would account for nearly 7,500 personnel hours annually to provide the necessary long-term staff for the data collection efforts to continue the outreach efforts to providers of broadband in Minnesota; to collect and update the data in accordance with NTIA's mapping NOFA; to produce a NOFA compliant statewide broadband availability map; to establish data verifiability protocols to ensure accuracy of data and continual testing and checking of mapping data; to manage data update gathering and reporting; to develop and undertake a targeted media campaign to build awareness of consumer's ability to test their broadband speed; to process provider specific information to fulfill the NTIA reporting requirements; to provide periodic reports to the State of Minnesota; and for overall project management and coordination. [REDACTED]

[REDACTED] This baseline of compensation will ensure this collaborative partnership can assemble a qualified team to meet the challenges and full take advantage of all opportunities presented by this program for the benefit of the State of Minnesota.

[REDACTED]

The total personnel costs are \$1,164,518: \$1,093,518 from federal sources and \$71,000 as an in-kind contribution from Minnesota. All personnel costs except as noted above include a 4% cost of living adjustment annually.

Fringe Benefits: Fringe benefits are estimated to be a standard rate of 25% of total personnel costs. The cost of fringe benefits included over the life of this grant, based upon projected personnel costs is \$291,132. The amount requested from federal sources is \$273,380 with \$17,752 provided as an in-kind match from Minnesota.

Travel: Travel costs are comprised of mileage, meals, airfare, and hotel accommodation, as well as rental car and associated fuel costs necessary to meet the requirements of the NOFA. Other miscellaneous travel costs may also be included in this category, as needed. Mileage costs would be paid at the applicable standard federal rate which is currently \$.55 per mile; meal costs are estimated at \$45 per day based on the current standard federal per diem rate; airfare costs are based on an average of \$500 per round-trip flight; hotel costs are based on an average of \$200 per night; and rental car and associated fuel costs are based on an average of \$90 per day. All travel costs include a 4% annual inflation adjustment. The total travel costs are projected to be \$206,616, all paid from federal sources.

Equipment:

[REDACTED]

Supplies: Supply costs include, but are not limited to, office supplies and office expense costs as well as costs for postage, printing, telephone and other similar items directly related to the implementation of this program. The supplies budget includes an initial amount of \$5,000 for each FTE for small equipment as well as \$250 per month per FTE for office supplies, small equipment replacement cost or other necessary costs as detailed above or project specific miscellaneous cost. The total supply costs are projected to be \$81,016, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual:

[REDACTED]

[REDACTED]

Thus, the anticipated contractual costs for the total project are \$266,235 of which \$228,151 is projected as the federal share and \$38,084 is in-kind contributions from third-party consultants. The state and CN are confident in their ability to engage civic-minded consultants with a personal desire to contribute to the larger project mission. To this end, CN, as a collaborative partner, has attached in-kind support letters for currently engaged contractual resources, with similar expectations for additional such resources. All contractual costs include a 4% cost of living adjustment annually.

Datasets: Connect Minnesota will contribute its datasets and maps related to the current Connect Minnesota mapping project toward fulfillment of the in-kind matching requirement. These datasets and maps currently have a fair market value of \$441,001 with detailed calculation and valuation methodology attached.

The State of Minnesota will provide the following sets of data that have been collected and will be updated using state resources to enhance the value and functionality of the broadband maps that will be created:

Orthimagery (Current/Color)
Master Address List
Community Anchor Institutions
Addressable Street Network

The fair market value of these data sets is approximately \$816,192.

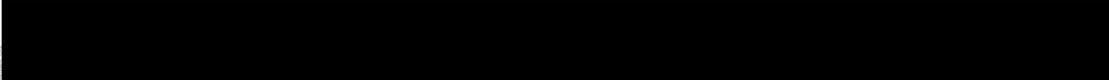
The combined fair market value of both collections of datasets is \$1,257,193.

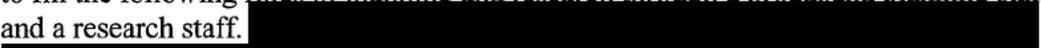
Outreach: As an additional component of the community and provider outreach efforts, the partners contemplate a robust education and outreach program. The purpose of this piece of the project will include general awareness raising of the mapping endeavor, development of high-level appreciation for broadband, its utility and application, and specifically to drive public interest in the interactive map, broadband speed test and consumer-level data validation measures. This general public education effort has sustainable benefits in encouraging the embrace of technology and thereby improving digital literacy and interest and unique application of the broadband maps. The total outreach costs are projected at \$64,164: all paid from federal sources. All outreach costs include a 4% annual inflation adjustment.

Indirect Cost: Indirect costs are those that will be incurred for common or joint objectives and cannot readily be identified with a particular direct cost objective. In compliance with OMB Circular A-122, CN's indirect costs include items, when not associated directly with a project, such as telecommunications; printing; rent; utilities; depreciation; insurance; postage; hardware and software costs; general administration and other general expense; personnel cost of administrative, accounting and human resource employees; operation and maintenance expense; as well as grant compliance, grant financial reporting and auditing costs (when applicable). Generally, the approach to this budget has attempted to directly expense those costs when practical, however, as the partners are engaged in multiple projects, overhead expenses are difficult if not impossible to delineate between projects. Therefore, indirect costs are included in the budget at a rate of 30%. This rate is proposed as a conservative estimate to properly account for the common benefits realized by the project. At the 30% rate, indirect costs included over the life of this grant are \$1,485,109. The amount requested from federal sources is \$891,955, \$583,083 provided as an in-kind match from Connected Nation and \$10,071 provided as an in-kind match for leased space from the State of Minnesota.

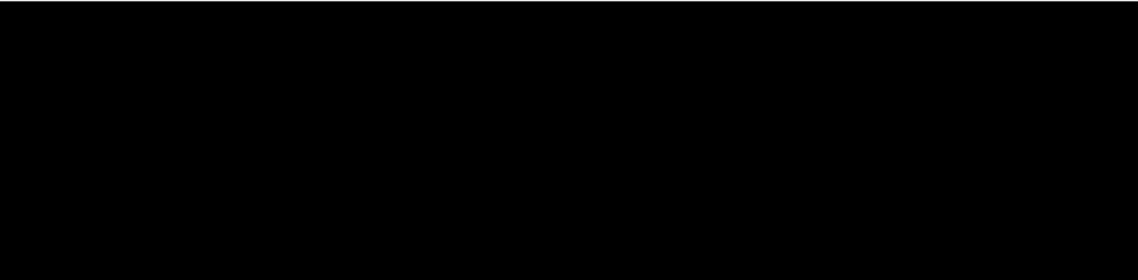
MINNESOTA'S PLANNING BUDGET AND NARRATIVE

Connected Nation proposes to utilize planning funds to work collaboratively with the Minnesota Department of Commerce to achieve a number of the BDIA-related purposes as outlined in Section 5 below. Minnesota's cost proposal will seek \$495,300 of federal grant funds for the 5-year planning project from NTIA for the benefit of the state of Minnesota. A non-federal in-kind match will be provided from various sources of \$124,590 making the total SBDD planning project budget of \$619,890.

Planning	Federal	Non-Federal	Total
Personnel			
			
Total Personnel	172,500	69,768	242,268
Fringe Benefits	43,126	17,444	60,570
Travel	6,128	-	6,128
Equipment	43,764	-	43,764
Supplies	8,300	-	8,300
Contractual	72,892	-	72,892
Other Line Items: Datasets	-	-	-
Other Line Items: Outreach	-	-	-
Indirect Cost	148,590	37,378	185,968
Total	\$ 495,300	\$ 124,590	\$ 619,890
Percent of Total	79.90%	20.10%	

Personnel: Personnel costs primarily include a portion of CN employees' time necessary to fill the following roles of planning and research through a broadband planning staff and a research staff. 

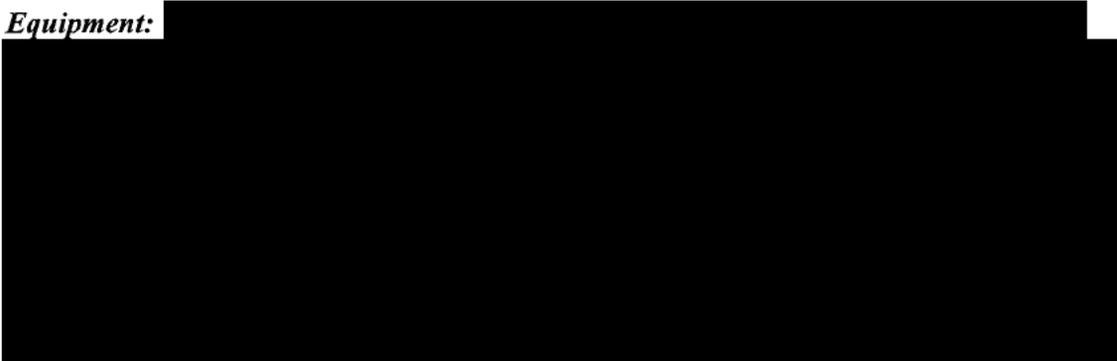
 In addition to those positions listed above, other CN employees may also be included as needed to fulfill the requirements of the grant. Personnel costs would account for nearly 850 personnel hours annually to provide the necessary long-term staff to facilitate Minnesota's broadband planning efforts.


The total personnel costs are \$242,268: \$172,500 from federal sources and \$69,768 as an in-kind contribution from Minnesota. All personnel costs except as noted above include a 4% cost of living adjustment annually.

Fringe Benefits: Fringe benefits are estimated to be 25% of the total personnel costs. The cost of fringe benefits included over the life of this grant are \$60,570. The amount requested from federal sources is \$43,126 with \$17,444 provided as an in-kind match from Minnesota.

Travel: Travel costs are comprised of mileage, meals, airfare, and hotel accommodation, as well as rental car and associated fuel costs necessary to meet the requirements of the NOFA. Other miscellaneous travel costs may also be included in this category, as needed. Mileage costs would be paid at the applicable standard federal rate which is currently \$.55 per mile; meal costs are estimated at \$45 per day based on the current standard federal per diem rate; airfare costs are based on an average of \$500 per round-trip flight; hotel costs are based on an average of \$200 per night; and rental car and associated fuel costs are based on an average of \$90 per day. All travel costs include a 4% annual inflation adjustment. The total travel costs are projected to be \$6,128, all paid from federal sources.

Equipment:



Supplies: Supply costs include, but are not limited to, office supplies and office expense costs as well as costs for postage, printing, telephone and other similar items directly related to the implementation of this program. The supplies budget includes an initial amount of \$5,000 for each FTE for small equipment (employee specific such as a laptop, desk, chair, etc.) as well as \$250 per month per FTE for office supplies, small equipment replacement cost or other necessary costs as detailed above or project specific miscellaneous cost. The total supply costs are projected to be \$8,300, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual:



The total contractual costs are \$72,892, all paid from federal sources. All contractual costs include a 4% cost of living adjustment annually.

Indirect Cost: Indirect costs are included at a rate of 30%. These indirect costs included over the life of this grant are \$185,968. The amount requested from federal sources is \$148,590 with an amount projected of \$37,378 to be contributed in-kind by CN. Indirect costs are those that will be incurred for common or joint objectives and cannot readily be identified with a particular direct cost objective. In compliance with OMB Circular A-122, CN's indirect costs include items, when not associated directly with a project, such as telecommunications; printing; rent; utilities; depreciation; insurance; postage; hardware and software costs; general administration and other general expense; personnel cost of administrative, accounting and human resource employees; operation and maintenance expense; as well as grant compliance, grant financial reporting and auditing costs (when applicable).

Mapping Personnel	Year 1			Year 2			Year 3			Year 4			Year 5			Grand Total		
	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total
Total Personnel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fringe Benefits	52,845	3,460	56,305	51,934	3,573	55,507	54,011	3,573	57,584	56,172	3,573	59,745	58,418	3,573	61,991	1,093,518	71,000	1,164,518
Travel	55,932	-	55,932	35,485	-	35,485	36,904	-	36,904	38,380	-	38,380	39,915	-	39,915	206,616	-	206,616
Equipment	51,013	-	51,013	19,632	-	19,632	20,417	-	20,417	21,234	-	21,234	22,083	-	22,083	134,379	-	134,379
Supplies	30,075	-	30,075	11,996	-	11,996	12,476	-	12,476	12,975	-	12,975	13,494	-	13,494	81,016	-	81,016
Contractual	49,502	18,100	67,602	42,070	4,706	46,776	43,753	4,894	48,647	45,503	5,090	50,593	47,323	5,294	52,617	228,151	38,084	266,235
Other Line Items: Datasets	-	1,257,193	1,257,193	-	-	-	-	-	-	-	-	-	-	-	-	-	1,257,193	1,257,193
Other Line Items: Outreach	20,000	-	20,000	10,400	-	10,400	10,816	-	10,816	11,249	-	11,249	11,699	-	11,699	64,164	-	64,164
Indirect Cost	201,749	552,108	753,857	162,537	9,672	172,209	159,038	9,753	178,791	175,800	9,837	185,637	182,831	9,924	192,755	891,955	591,294	1,483,249
Total	\$ 672,495	\$ 1,844,701	\$ 2,517,196	\$ 541,789	\$ 32,241	\$ 574,030	\$ 563,460	\$ 32,510	\$ 595,970	\$ 585,999	\$ 32,790	\$ 618,789	\$ 609,436	\$ 33,081	\$ 642,517	\$ 2,973,179	\$ 1,975,323	\$ 4,948,502

Planning Personnel	Year 1			Year 2			Year 3			Year 4			Year 5			Grand Total		
	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total	Federal	Non-Federal	Total
Total Personnel	31,848	15,800	45,448	33,122	14,042	47,164	34,447	14,042	48,489	35,825	14,042	49,867	37,258	14,042	51,300	172,500	69,768	242,268
Fringe Benefits	7,962	3,400	11,362	8,281	3,511	11,792	8,612	3,511	12,123	8,956	3,511	12,467	9,315	3,511	12,826	43,126	17,444	60,570
Travel	1,554	-	1,554	1,077	-	1,077	1,120	-	1,120	1,165	-	1,165	1,212	-	1,212	6,128	-	6,128
Equipment	19,600	-	19,600	5,690	-	5,690	5,918	-	5,918	6,155	-	6,155	6,401	-	6,401	43,764	-	43,764
Supplies	3,000	-	3,000	1,248	-	1,248	1,298	-	1,298	1,350	-	1,350	1,404	-	1,404	8,300	-	8,300
Contractual	13,458	-	13,458	13,996	-	13,996	14,556	-	14,556	15,138	-	15,138	15,744	-	15,744	72,892	-	72,892
Other Line Items: Datasets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Line Items: Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Cost	33,181	7,286	40,467	27,177	7,523	34,700	28,265	7,523	35,788	29,395	7,523	36,918	30,572	7,523	38,095	148,590	37,378	185,968
Total	\$ 110,603	\$ 24,286	\$ 134,889	\$ 90,591	\$ 25,076	\$ 115,667	\$ 94,216	\$ 25,076	\$ 119,292	\$ 97,984	\$ 25,076	\$ 123,060	\$ 101,906	\$ 25,076	\$ 126,982	\$ 495,300	\$ 124,590	\$ 619,890

Connect Minnesota
Minnesota Mapping & Planning In-Kind Budget
State Broadband Data & Development Program



Mapping	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Personnel						
[Redacted]						
Total Personnel	13,840	14,290	14,290	14,290	14,290	71,000
Fringe Benefits	3,460	3,573	3,573	3,573	3,573	17,752
Travel	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Contractual	18,100	4,706	4,894	5,090	5,294	38,084
Other Line Items: Datasets	1,257,193	-	-	-	-	1,257,193
Other Line Items: Outreach	-	-	-	-	-	-
Indirect Cost-CN In-Kind	552,108	7,738	7,742	7,746	7,749	583,083
Indirect Cost-State In-Kind	1,860	1,934	2,011	2,091	2,175	10,071
Total	\$ 1,846,561	\$ 32,241	\$ 32,510	\$ 32,790	\$ 33,081	\$ 1,977,183

Planning	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Personnel						
[Redacted]						
Total Personnel	13,600	14,042	14,042	14,042	14,042	69,768
Fringe Benefits	3,400	3,511	3,511	3,511	3,511	17,444
Travel	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Other Line Items: Datasets	-	-	-	-	-	-
Other Line Items: Outreach	-	-	-	-	-	-
Indirect Cost-CN In-Kind	7,286	7,523	7,523	7,523	7,523	37,378
Total	\$ 24,286	\$ 25,076	\$ 25,076	\$ 25,076	\$ 25,076	\$ 124,590



STATE OF MINNESOTA

Office of Governor Tim Pawlenty

130 State Capitol ♦ 75 Rev. Dr. Martin Luther King Jr. Boulevard ♦ Saint Paul, MN 55155

August 7, 2009

Mr. Lawrence E. Strickling
Assistant Secretary for Communications and Information
U.S. Department of Commerce
National Telecommunications and Information Administration
Herbert C. Hoover Building (HCHB)
U.S. Department of Commerce/NTIA
1401 Constitution Avenue NW
Washington, DC 20230

Dear Secretary Strickling:

This letter serves to affirm that Connected Nation, Inc., by and through its wholly-owned subsidiary Connect Minnesota, LLC, is the State of Minnesota's designated eligible entity under the State Broadband Data and Development Grant Program pursuant to P.L. 110-385 and the Broadband Data Improvement Act [Section 106, subsection (i)(2)(B)] to receive a grant under this Program. The application filed by Connected Nation demonstrates how the state, including the Minnesota Department of Commerce, the Minnesota Department of Employment and Economic Development, and the Minnesota Geospatial Office, will be collaborating on the mapping and mapping planning efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Pawlenty".

Tim Pawlenty
Governor

Cc: Commissioner Glen Wilson, Minnesota Department of Commerce
Commissioner Dan McElroy, Minnesota Department of Employment and
Economic Development

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 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.

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

*** NAME OF APPLICANT**

Connected Nation, Inc.

*** AWARD NUMBER**

0660-ZA29

*** PROJECT NAME**

State Broadband Data and Development Grant Program

Prefix:	* First Name:	Middle Name:
Mr.	Brian	

* Last Name:	Suffix:
Mefford	

* Title: Chairman & CEO

* SIGNATURE: Brian Mefford

* DATE: 08/14/2009

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="N/A"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
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10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

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 the 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 than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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 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 cost) 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, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Brian Mefford</p>	<p>* TITLE</p> <p>Chairman & CEO</p>
<p>* APPLICANT ORGANIZATION</p> <p>Connected Nation, Inc.</p>	<p>* DATE SUBMITTED</p> <p>08/14/2009</p>

Standard Form 424B (Rev. 7-97) Back



August 14, 2009

Assistant Secretary
National Telecommunications and Information Administration
U.S. Department of Commerce
Washington, D.C. 20230

Dear Sir:

We are general counsel for Connected Nation, Inc., (the "Applicant.") In such capacity, we acted as counsel to the Applicant in connection with its ability to apply to the Broadband Technology Opportunities Program and in the review of the grant agreement, as referenced in the Notice of Funds Availability.

We are of the opinion that:

- (a) The Applicant is a duly organized and existing non-profit liability corporation organized under the laws of the State of Kentucky, and is duly licensed and qualified and in good standing as a domestic corporation in the State of Kentucky.
- (b) The Applicant has corporate power: (1) to execute and deliver the agreement; and (2) to perform all acts required to be done by it under said agreement.
- (c) No legal proceedings have been instituted or are pending against the Applicant, the outcome of which would adversely affect the Applicant's ability to perform the duties under the grant agreement, and there are no judgments against the Applicant which would adversely affect the Applicant's ability to perform its duties under the grant agreement.

Very truly yours,



General Counsel