

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: 08/14/2009		4. Applicant Identifier: <input type="text"/>			
5a. Federal Entity Identifier: <input type="text"/>			* 5b. Federal Award Identifier: <input type="text"/>		
State Use Only:					
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <input type="text" value="Connected Nation, Inc."/>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="61-1394934"/>			* c. Organizational DUNS: <input type="text" value="086130007"/>		
d. Address:					
* Street1:	<input type="text" value="1020 College Street"/>				
Street2:	<input type="text" value="P.O. Box 3448"/>				
* City:	<input type="text" value="Bowling Green"/>				
County:	<input type="text" value="Warren"/>				
* State:	<input type="text" value="KY: Kentucky"/>				
Province:	<input type="text"/>				
* Country:	<input type="text" value="USA: UNITED STATES"/>				
* Zip / Postal Code:	<input type="text" value="42102-3448"/>				
e. Organizational Unit:					
Department Name: <input type="text"/>			Division Name: <input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:	<input type="text" value="Mr."/>	* First Name:	<input type="text" value="Ernie"/>		
Middle Name:	<input type="text"/>				
* Last Name:	<input type="text" value="Wood"/>				
Suffix:	<input type="text"/>				
Title:	<input type="text" value="Director, Project Management"/>				
Organizational Affiliation: <input type="text"/>					
* Telephone Number:	<input type="text" value="877-846-7710"/>	Fax Number:	<input type="text" value="270-781-7611"/>		
* Email:	<input type="text" value="ewood@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 Texas

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

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

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="7,616,129.00"/>
* b. Applicant	<input type="text" value="611,836.00"/>
* c. State	<input type="text" value="1,448,185.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="508,749.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="10,184,899.00"/>

* 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 on behalf of the state of Texas, seeks to employ industry-standard 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).

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, Connected Texas will facilitate the mapping project under the strictest of secure protocols for data collection and analysis. In particular, Connected Texas 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, Connected Texas will collect and provide to the NTIA the required datasets as proscribed in the *NTIA SBDD Grant Program 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 Texas and Connected Texas will continue to work closely to ensure a tightly integrated state strategy for effective grant program implementation.

State Broadband Data and Development Grant Program

Program Narrative

INTRODUCTION/EXECUTIVE SUMMARY

This application, submitted on behalf of the state of Texas, seeks to employ industry-standard 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).

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The state of Texas and Connected Texas will continue to work closely to ensure a tightly integrated state strategy for effective grant program implementation.

Description of Unserved and Underserved/Prioritization of Grant Funds

Because the purpose of this project is to collect data and produce a GIS map of broadband availability across the state of Texas, it is not yet possible to include a comprehensive description of unserved and underserved areas in Texas, as those areas will be identified throughout the course of this project. However, in advance of a comprehensive description,

Texas has identified the following communities as areas unserved by a broadband provider, and Texas has prioritized these communities respectively for the allocation of grant funds.

Information on broadband availability in Texas is sparse, but a 2009 report to the 81st Legislature of the State of Texas by the Public Utility Commission (PUC) suggested there is a significant digital divide in Texas, with many Texans living in sparsely populated rural areas with no or poor broadband service. The 2009 report indicated that four counties (Goliad, Refugio, Stephens and Winkler) did not have any broadband service, and 31 counties had only one broadband service provider. (The PUC report notes that simply because a county is served by a broadband provider, not all areas of the county may be served.) Vast areas of west Texas, the Texas panhandle, and the Rio Grande Valley, along with areas in east Texas and south Texas, are remote and distant from larger population centers and are thus either unserved or underserved. The PUC's report indicates that only those Texans living in or near large urban centers enjoy a significant choice of broadband providers. Comprehensive broadband mapping will play a critical role in assisting the State of Texas with setting state policies on broadband and in prioritizing grants under the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP).

Over the course of the project, Connected Texas and the state of Texas will work closely to identify and prioritize unserved and underserved areas within Texas. 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 Texas 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 Texas broadband landscape and efficient prioritization of unserved and underserved areas, as defined by NTIA, and based on criteria specifically designed by the state of Texas.

REVIEW CRITERIA

1. DATA (30%)

a. DATA GATHERING

According to data compiled by Connected Nation from the FCC, state, and other data sources, we estimate that there are 400 broadband providers in the state of Texas. This is a significant amount of providers with whom Connected Texas, working on behalf of the state of Texas, must individually establish a legal relationship, a data transfer and data updating protocol, data analysis, and a verification and approval process in order to meet the goals set by the NTIA mapping program. Thanks to Connected Nation's experience mapping multiple states with a large number of providers, we have learned what it takes to get the program done and are confident we can deliver by the delivery dates specified in the Mapping NOFA.

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 Texas. 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 Texas' 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 Texas.

Connected Nation'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 Connected Nation 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 in our mapping experience 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 adapt to this reality, Connected Nation developed 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 the ground directly 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 we obtain a comprehensive statewide depiction of available broadband by platform.

This data gathering protocol produces a comprehensive, granular, accurate inventory of the broadband landscape within a state. Such base layer data allows Connected Nation 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 Texas broadband providers 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 Texas, Connected Nation will communicate and coordinate with NTIA to ensure that NTIA's technical specifications are being followed so that the Texas 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.

Connected Nation 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*

Connected Nation has read, understands and will fully comply with this requirement and record format, in accordance with the NOFA and its clarification. After Connected Nation 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, Connected Nation 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, Connected Nation 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, Connected Nation 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, Connected Nation 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

Connected Nation 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, Connected Nation 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

Connected Nation has read, understands, and will fully comply with this requirement and record format, in accordance with the NOFA and its clarification. Connected Nation 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

Connected Nation has read, understands, and will fully comply with this requirement and record format, in accordance with the NOFA and its clarification. Connected Nation will compile, process and geocode private and public data sources in order to meet the reporting requirements defined by NTIA. Connected Nation will work with the Texas Department of Agriculture (TDA), Department of Information Resources (DIR), General Land Office (GLO), PUC, Public Safety Commission (PSC), Water Development Board (TWDB), and any other appropriate Texas state agency to complement datasets obtained by Connected Nation, 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, Connected Nation will conduct a survey of all community anchor institutions to gather information regarding broadband subscription, technology type and speeds. Subject to any confidentiality constraints, Connected Nation 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 Connected Nation's broadband inventory mapping programs. 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. Connected Nation employs and promotes a number of mechanisms to ensure the accuracy of broadband maps:

- Connected Nation 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), Connected Nation immediately contacts the agency or provider to outline and implement corrective actions. Connected Nation 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 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

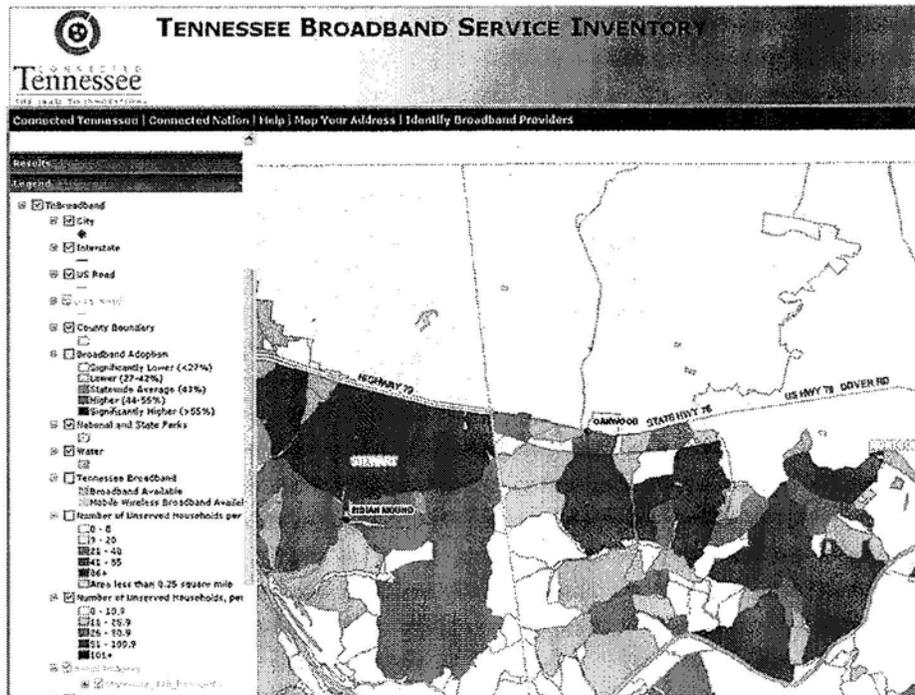
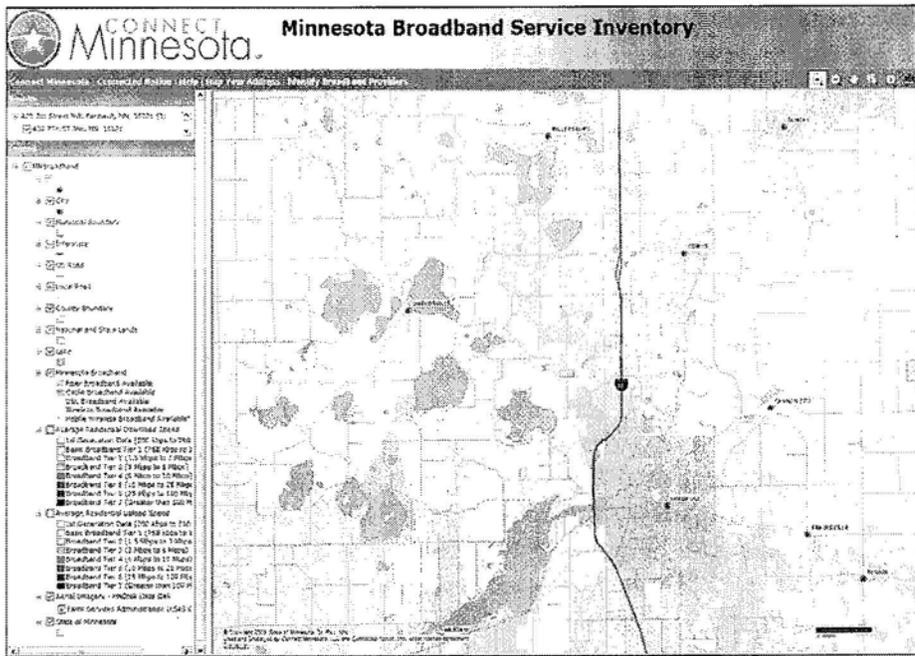
information enables end users to contrast the data on the map with the reality on the ground. Furthermore, Connected Nation's mapping also facilitates a broadband telephone hotline which encourages consumers to document if they want broadband and cannot get it, or to notify Connected Nation if end users 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

Pending grant acceptance and award notification by NTIA, Connected Nation will work hand in hand with the TDA, DIR, GLO, PUC, PSC, TWDB, as well as other State agencies and the private sector to produce a broadband inventory map that will readily identify unserved and underserved areas within Texas, as defined by the NTIA. The Connected Texas site will serve 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 program, etc. 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.

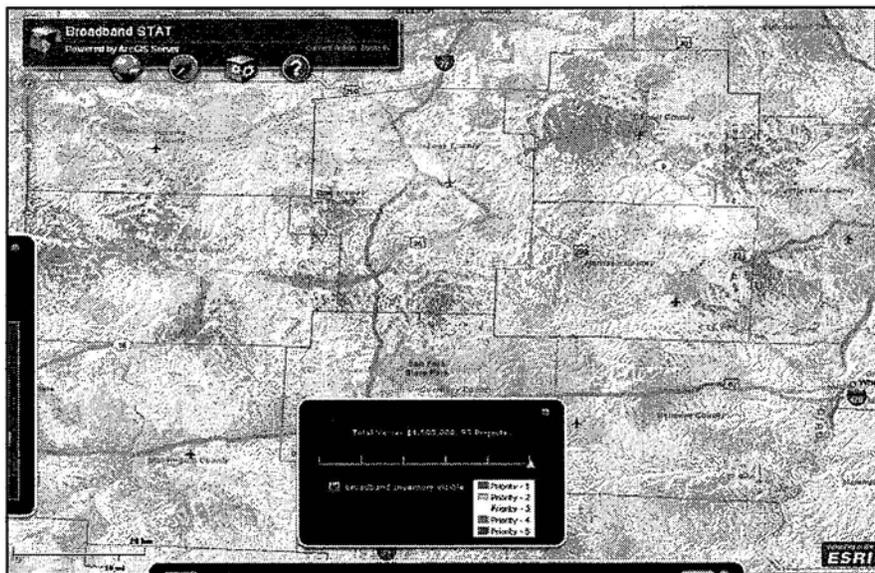


Connected Nation developed its first interactive broadband inventory map in 2007. Since then, these interactive broadband maps have been continually updated and their functionality expanded to provide more granular, verifiable, and pragmatic information to consumers, providers, public policymakers, and the public at large. In order to enable full data transparency and empower the residents of Texas 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 Texas. 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 Connected Texas program would be constructed within this new generation Broadband STAT platform. The following screenshot is an example of what the Connected Texas interactive site would look like.



Texas Broadband Availability Map Proposal

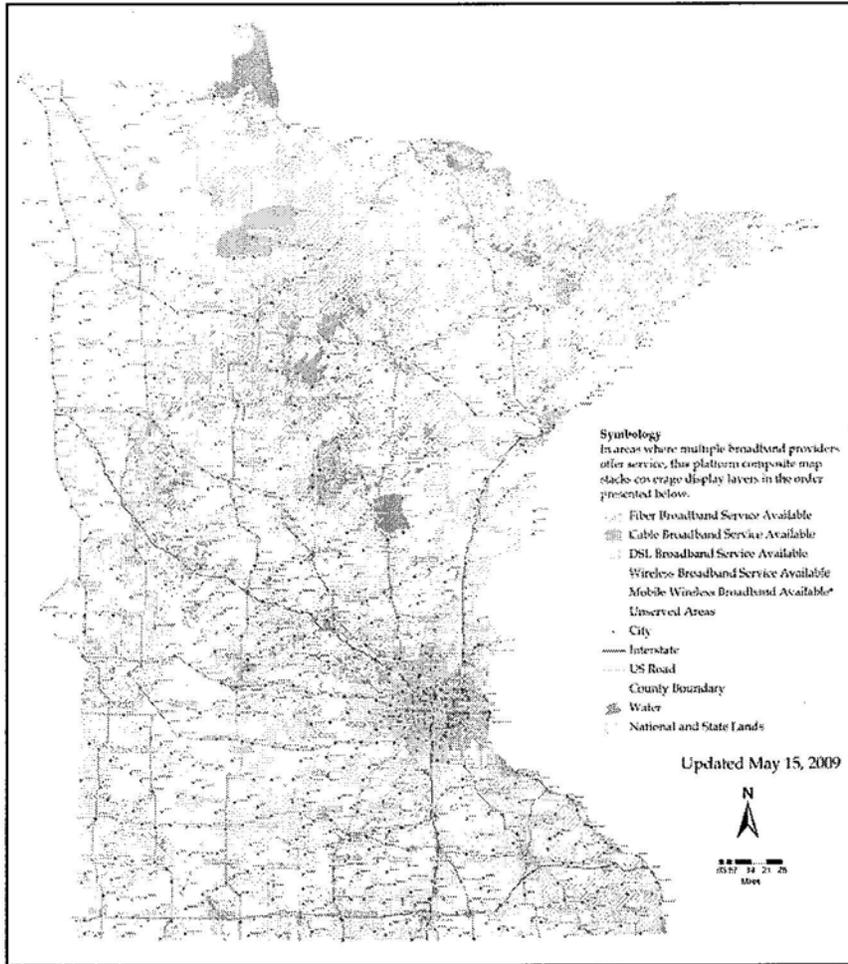
Connected Nation, employing industry-standard GIS toolsets and experienced personnel, will deliver a comprehensive inventory and mapping of existing broadband service and capability at the street or household level of granularity. Connected Nation, in conjunction with Texas' broadband providers, will update these maps on a routine basis to reflect "real-time" broadband availability. 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 675,062 Census Blocks in Texas, 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

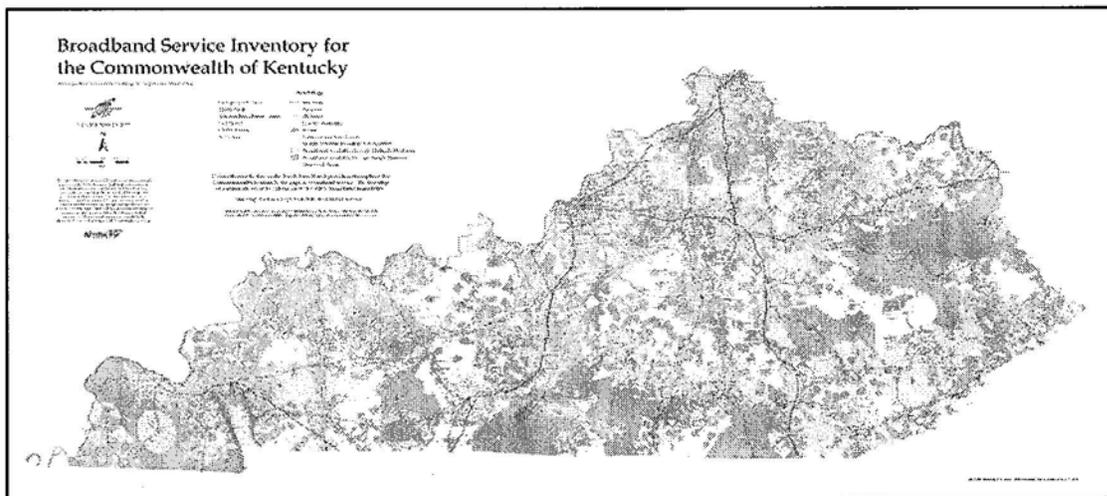
Furthermore, Connected Nation will release and update an interactive map for the state of Texas illustrating "remote" and "rural" areas as defined under the regulations outlined by RUS in the BIP program for broadband infrastructure grants. Although such maps are outside of the scope of the *Technical 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 Texas:

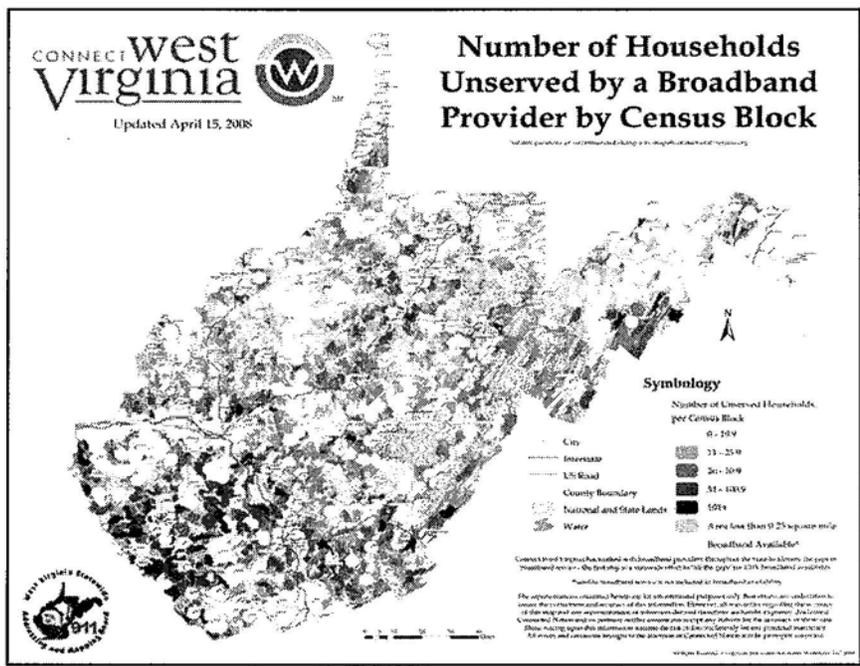
Statewide Broadband Availability by Platform: Geographic representation of provider-based broadband data and represented by provider type such as cable, DSL, wireless, fiber, etc. This map also incorporates data such as political boundaries and major transportation networks in the state (see *Minnesota's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



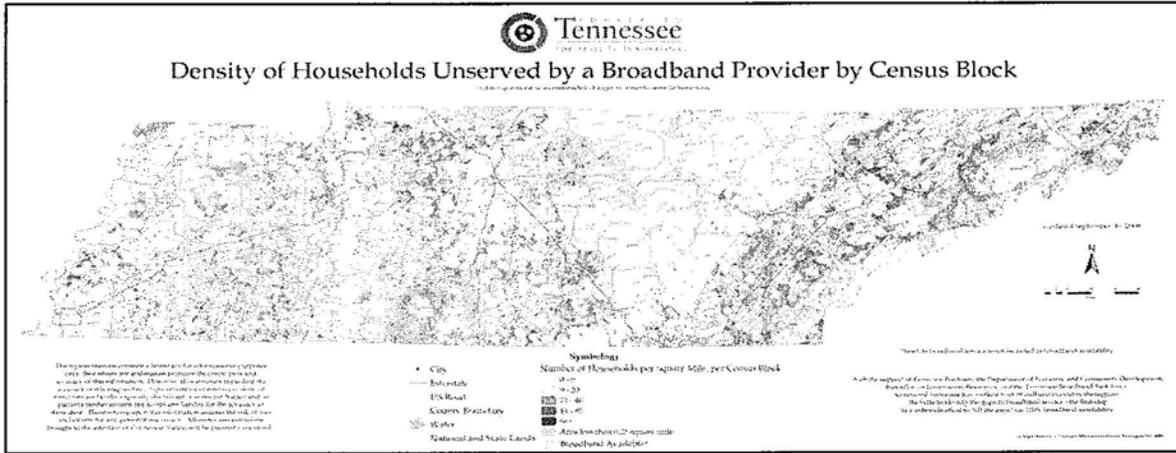
Statewide Broadband Availability by Provider Density: Similar to the aforementioned *Availability by Platform* mapping, this additional depiction of broadband data will be represented by two colors: one for areas with only one provider and another for those with multiple providers. There is no distinction 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.

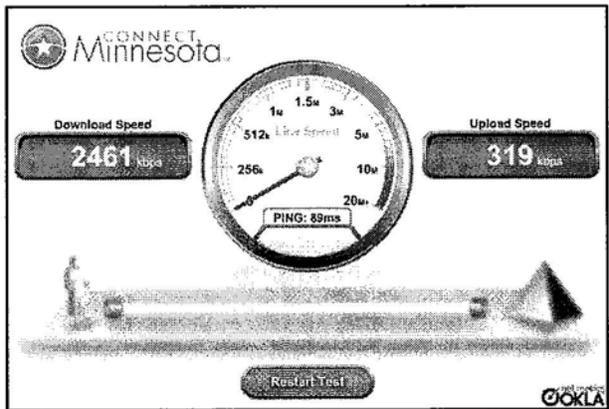
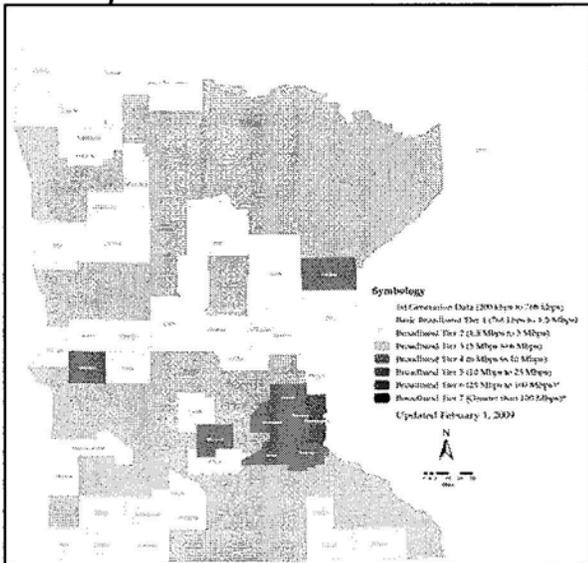


This example from Connected Tennessee, presents the density of population per square mile, per Census Block that is unserved by broadband infrastructure. The yellow areas represent very low density unserved areas (below 4 households per square mile). The dark blue areas represent higher density unserved areas (above 86 households per square mile). This information is essential for policymakers and providers to ascertain possible business opportunities remaining and areas where public investment will likely be needed in order to achieve universal coverage.



Statewide Maps of Tested Broadband Speeds:

Connected Nation proposes the creation of a GIS map displaying average upstream and downstream speeds, as tested by consumers, using data rate benchmarks for broadband service used by the Federal Communications Commission to reflect different speed tiers. This map would be created using current Speedtest.net data as well as data collected through a newly created Connected Texas speed test portal.



SECURITY AND CONFIDENTIALITY

A key component of Connected Nation's broadband mapping process is the protection of confidential information, as required in the NTIA State Broadband Data and Development grant program. Connected Nation 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.

Connected Nation 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, Connected Nation 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 Connected Nation 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 Connected Nation 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 Connected Nation.
- Established IT-based secure system for data storing and hosting.

Importantly, these data confidentiality requirements offer the possibility for Connected Nation to disclose highly detailed, granular maps and information about the broadband inventory in the state. Connected Nation 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. Connected Nation will work with the Texas Department of Agriculture to define, at the beginning of the project, the different levels of disaggregation of the interactive maps. The Broadband STAT platform will enable Connected Nation to establish different password protected data layers for each of these maps, as specified by the Texas Department of Agriculture. The different maps presented will be user friendly and searchable, providing a valuable tool to the Texas Department of Agriculture 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 Texas, 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, BFL 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 NTIA 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: _____

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2. PROJECT FEASIBILITY (30%)

a. APPLICANT CAPABILITIES

CONNECTED TEXAS MAPPING BUDGET NARRATIVE

While each state is unique, the challenges associated with mapping broadband's availability and measuring broadband's use in Texas are in a class to themselves. The following benchmarks demonstrate the point:

- The population of Texas is thirty-seven (37) times that of North Dakota.
- There are approximately 7.4 million Texas households. That's more households than Iowa and Kentucky combined have residents.
- Texas has eight times more broadband providers than does Tennessee and more than twice as many as any other state except for Iowa.
- If California and Oregon combined their land mass, they would still fall short of Texas by more than 6,000 square miles.

These benchmarks not only speak to Texas' uniqueness, but also to the challenges of mapping Texas broadband. Each of these is a contributing factor in executing a successful mapping effort. Given this, Texas doesn't neatly fit within the basic scaling assumptions encountered in NTIA's NOFA. The ceiling for allowable mapping costs in the NOFA falls short of what it will actually take to map Texas. Accordingly, even though Texas mapping challenges transcend the boundaries associated with mapping costs, it does offer value inherent in economies of scale.

The collaborative Connected Texas partnership between the State of Texas, Texas Department of Agriculture, the Texas Public Utilities Commission and Connected Nation demonstrates a solid, effective partnership capable of such realizations of scale by optimally leveraging the immense opportunity presented by this federal grant program.

According to data compiled from the FCC and other data sources, there are approximately 440 broadband providers in the state of Texas, making Texas the state with the largest number of broadband providers in the U.S. This is a significant number of providers with whom the mapping agent working on behalf of the state of Texas must individually establish a legal relationship, a data transfer and data updating protocol, and a data analysis and approval process in order to meet the goals and guidelines set by the NTIA mapping program.

The following salient points directly impact the costs associated with effective implementation of NTIA's mapping program in the state of Texas:

- The level of effort required to map data from broadband providers in a state is directly correlated to the number of providers located in that state. The average estimated

number of providers across all 50 states, territories and the District of Columbia is approximately 87; Texas has more than five times that average.

- Based on the enormity of the Texas provider population as well as the number of residents, the corresponding effort to process, assimilate and ensure accuracy and verification of this size of data set moves in corresponding fashion and would estimate at five times the average state effort.
- Connected Nation will be able to implement the state of Texas broadband mapping program at a considerable savings relative to the average costs associated with state broadband mapping across the United States. Because Connected Nation maintains existing relationships in the broadband service community, utilizes the best and latest in mapping technology, and has a deep history of broadband mapping, Connected Nation will be able to leverage significant economies of scale to impact the projected costs.

To establish baseline budgetary assumptions and approach that will properly account for such efforts, Connected Nation in collaboration with its partners employs 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 Connected Nation's rich program history adjusted for consideration of the enhanced project scope and compressed timeline for deliverables required by the grant. 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 translate 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. In addition, the 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. Connected Nation'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 Texas

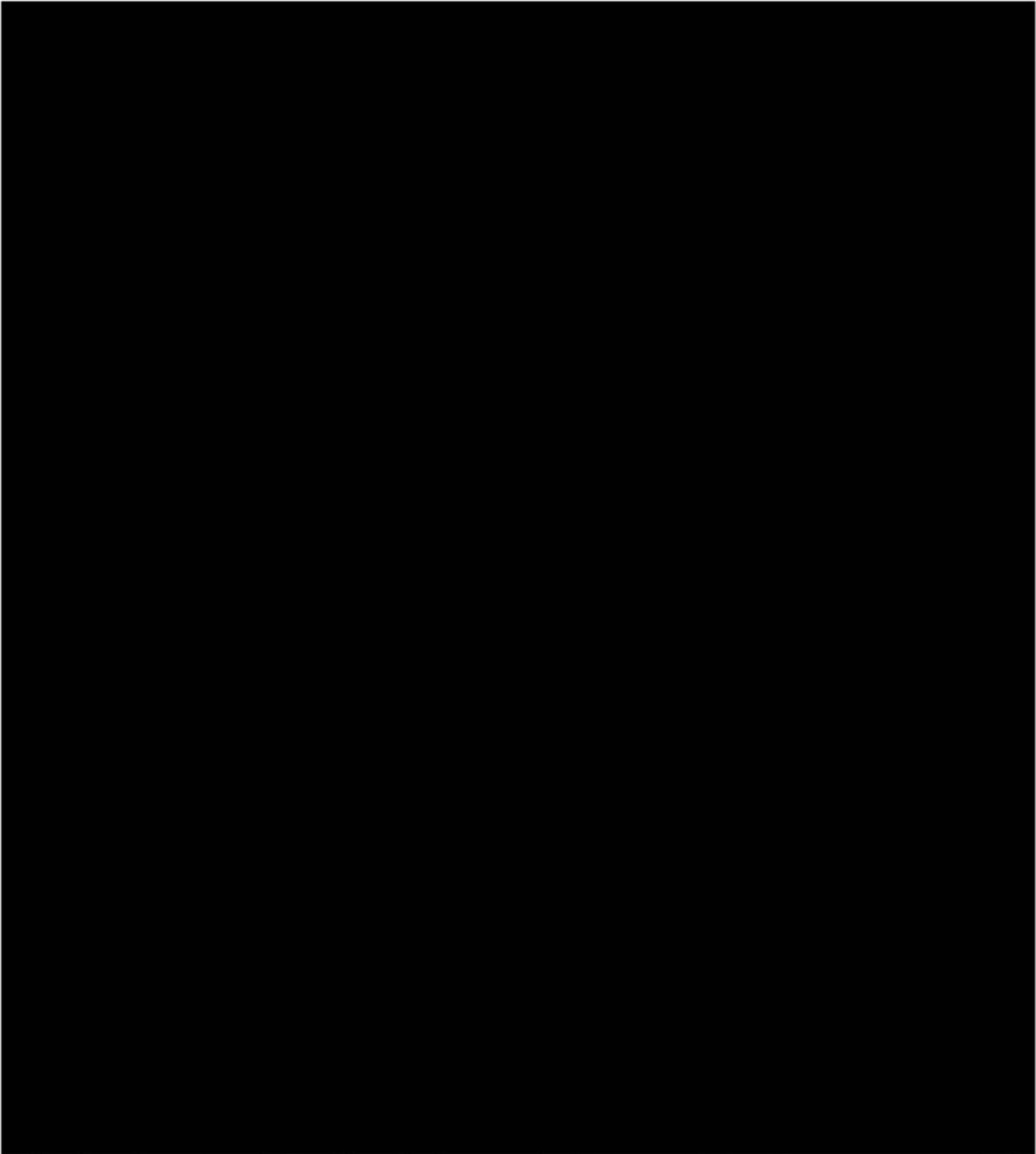
based upon the number of providers in that state and adjusted by a factor of 1.5x per provider costs to accommodate the increased scope of the SBDD program's expectations. This 1.5x factor of adjustment was based upon a technical review and detailed analysis of the enhanced effort level required for 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 with the state. 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 \$7,116,558 in federal grant funds for the 5-year mapping project from NTIA for the benefit of the state of Texas. A non-federal, documented in-kind match will be provided from various sources totaling \$2,443,033 making the total SBDD mapping project budget \$9,559,591. Importantly, as a non-profit corporation, Connected Nation will not profit from this grant and will seek to utilize Federal resources in an efficient manner.

Mapping	<u>Federal</u>	<u>Non-Federal</u>	<u>Total</u>
Personnel			
Fringe Benefits	648,607	147,276	795,883
Travel	456,860	-	456,860
Equipment	176,514	-	176,514
Supplies	66,381	-	66,381
Contractual	910,481	380,423	1,290,904
Other: Data Sets	-	465,000	465,000
Other: Education & Outreach	128,326	128,326	256,652
Indirect Cost	2,134,967	732,910	2,867,877
Total	<u>\$ 7,116,558</u>	<u>\$ 2,443,033</u>	<u>\$ 9,559,591</u>
Percent of Total	74.44%	25.56%	

Personnel:



Total Contractor Hours	4,169	132
Total Contractor FTE's	4.01	0.13

Personnel costs would account for nearly 14,500 personnel hours annually to provide the necessary long-term staff for the data collection efforts to identify, establish and maintain working relationships with all of Texas' broadband providers; to collect and update the data in accordance with NTIA's mapping NOFA; to produce a 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 Texas; and for overall project management and coordination.

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

Oversight Staff for State Broadband Data and Development Program

Texas Department of Agriculture (TDA) will allocate, at a minimum, 14 full time staff members, each spending 20 percent of their time on this project, during the first year of broadband mapping and planning. The cost is estimated to be \$225,272.32 for the first year. TDA expects the staff costs to be reduced in subsequent years. Projections for the remaining years are 10 full-time staff spending 10 percent of their time each year (\$80,454.40 per year). The total value of staff time donated by TDA over the life of the mapping and planning projects is \$547,089.92.

The Texas State Library and Archives Commission commits to contributing four staff members to the mapping and planning projects for a total contribution of \$28,462.52 per year. The total cost over the five-year period is \$142,312.60.

The Texas Department of Information Resources commits to contributing staff assistance valued at \$134,983 over the life of the projects.

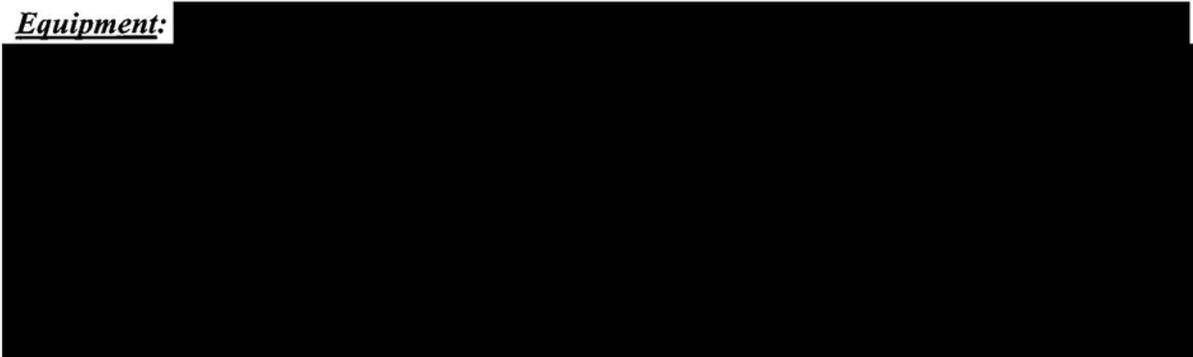
Total staff time over the life of the mapping and planning projects is \$824,385.52. TDA anticipates additional staff time will be dedicated to this project in the future and requests the opportunity to update the state's contributions, as they are received, to the mapping and planning applications.

The total personnel costs are \$3,183,520: \$2,594,422 from federal sources and \$589,098 as an in-kind contribution from Texas. All personnel costs include a 4% cost of living adjustment annually with the exception of the in-kind contributions from Texas.

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 \$795,883. The amount requested from federal sources is \$648,607 with \$147,276 provided as an in-kind match from Texas.

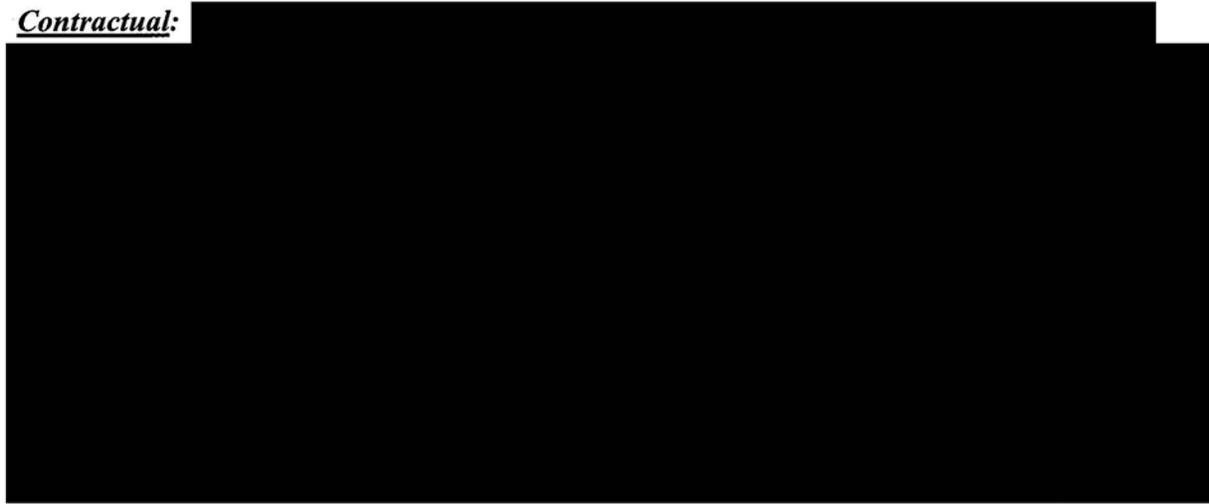
Travel: Travel costs are comprised of mileage, meals, airfare, and hotel accommodation, as well as rental car and associated fuel costs necessary to meet the requirements of the NOFA. Other miscellaneous travel costs may also be included in this category, as needed. Mileage costs would be paid at the applicable standard federal rate which is currently \$.55 per mile; meal costs are estimated at \$36 per day based on the current standard per diem rate; airfare costs are based on an average of \$500 per round-trip flight; hotel costs are based on an average of \$85 per night plus tax; 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 \$456,860, 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 \$3,000 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 \$66,381, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual:





The total contractual costs are \$1,290,904 with \$910,481 from federal sources and \$380,423 as an in-kind contribution from third-party consultants. The partners are confident in their ability to engage civic-minded consultants with a personal desire to contribute to the larger project mission. To this end, Connected Nation, 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:

Texas holds many data sets that will prove beneficial to the mapping and planning projects. This data includes locations of anchor institutions, GIS and spatial mapping data, as well as broadband supply and demand data.

To date, the value of data identified is \$465,000. TDA anticipates additional data sets with significant value will be dedicated to this project in the future and requests the opportunity to update the state's contributions, as they are received, to the mapping and planning applications.

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. Total outreach costs are projected at \$256,652 with \$128,326 from federal sources and \$128,326 as an in-kind contribution from third-party vendors. 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, Connected Nation'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 rate of 30%, these indirect costs included over the life of this grant are \$2,867,877. The amount requested from federal sources is \$2,134,967, and \$732,910 will be contributed in-kind by Connected Nation.

TEXAS PLANNING BUDGET NARRATIVE

Texas’ State Broadband Data and Development Program (SBDD) budget for planning has been developed based upon the responses received to our related request for proposal. The budget development has also been informed by Connected Nation, the selected vendor, and their historical costs incurred on similar projects with consideration given to the scope and timeline of the deliverables requested from the National Telecommunications and Information Administration (NTIA). Texas’ cost proposal will seek \$499,571 of federal grant funds for the 5-year planning project from NTIA for the benefit of the state of Texas. A non-federal in-kind match will be provided from various sources of \$125,736 making the total SBDD planning project budget of \$625,307.

Planning	Federal	Non-Federal	Total
Personnel			
Fringe Benefits	43,645	17,604	61,249
Travel	32,585	-	32,585
Equipment	44,322	-	44,322
Supplies	3,375	-	3,375
Contractual	51,194	-	51,194
Other: Data Sets	-	-	-
Other: Education & Outreach	-	-	-
Indirect Cost	149,871	37,722	187,593
Total	\$ 499,571	\$ 125,737	\$ 625,308
Percent of Total	79.89%	20.11%	

Personnel: Personnel costs primarily include a portion of Connected Nation employees' time necessary to fill the following roles:



In addition to those positions listed above, other Connected Nation employees may also be included as needed to fulfill the requirements of the grant. Personnel costs would account for nearly 750 personnel hours annually to provide the necessary long-term staff to facilitate Texas' broadband planning efforts.

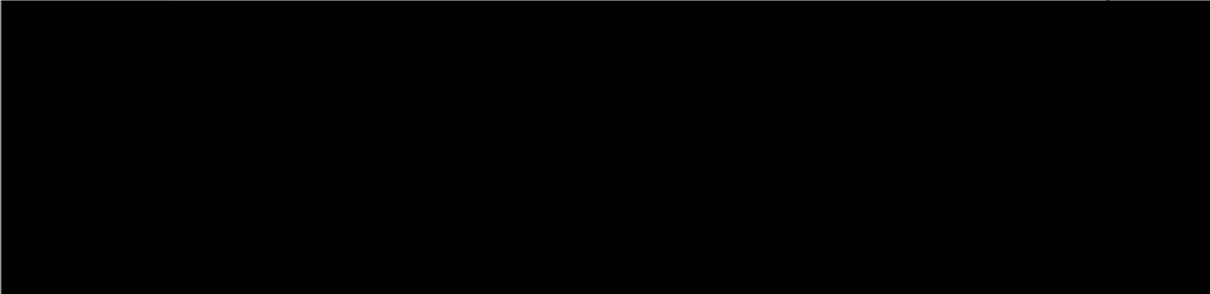
The current budget includes \$70,411 annually provided by Texas staff for broadband planning efforts. Please refer to the mapping budget narrative for a detailed description of staffing provided in-kind by Texas.

The total personnel costs are \$244,990: \$174,579 from federal sources and \$70,411 as an in-kind contribution from Texas. All personnel costs 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 is \$61,249. The amount requested from federal sources is \$43,645 with \$17,604 provided as an in-kind match from Texas.

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; 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 \$85 per night plus tax; 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 \$32,585, 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 \$3,375, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual: [REDACTED]

The total contractual costs are \$51,194, 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 \$187,593. The amount requested from federal sources is \$149,871 with an amount projected of \$37,722 to be contributed in-kind by Connected Nation. 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, Connected Nation'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 Texas. 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 Texas.

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

3. EXPEDIENT DATA DELIVERY (20%)

Connected Nation 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 Texas' citizens and businesses, places Connected Nation in a unique position to deliver accurate and timely datasets and maps in the state of Texas. 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.

Texas 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 of Texas' broadband providers • Submit list of Texas' broadband providers • Begin administration of Non-Disclosure Agreements (NDAs) to each provider • Identify calendar for Connected Texas presentations and/or legislative meetings • Submit Connected Texas 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 Texas approval of Status Report Format and Frequency • Submit Connected Texas website prototype for review • Launch a mapping website for Connected Texas • 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

<ul style="list-style-type: none"> • Assist smaller providers in the data collection/transfer/verification process • Submit Connected Texas Monthly Program Status Report
October 4, 2009
<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
October 11, 2009
<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) • 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
<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
October 25, 2009
<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 Connected Texas Monthly Program Status Report
November 1, 2009
<ul style="list-style-type: none"> • 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
<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
November 15, 2009
<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
November 22, 2009
<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

November 29, 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 Connected Texas Monthly Program Status Report

December 6, 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

December 13, 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

December 20, 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

December 27, 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 where applicable.
- Submit Connected Texas Monthly Program Status Report

January 3, 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 10, 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 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 Texas
- 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 Connected Texas 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 Connected Texas 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 Texas
- Submit final set of maps to Texas
- Make each map available online for download in PDF and JPEG formats from the Connected Texas 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

<ul style="list-style-type: none"> • Submit Connected Texas Monthly Program Status Report
March 7, 2010
<ul style="list-style-type: none"> • Connected Nation modifies and/or verifies all coverage data and a final set of maps are provided to Texas
September 1, 2010
<ul style="list-style-type: none"> • 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, Connected Nation 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, Connected Nation 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, Connected Nation’s mapping team 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, Connected Nation proposes to update the interactive broadband maps in real time. That is, Connected Nation 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, Connected Nation will work collaboratively with the Texas Department of Agriculture 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 Texas and Connected Texas 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 Texas and Connected Texas 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 Texas 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 Texas 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	\$ 7,116,558.00	\$ 2,443,033.00	\$	\$	\$ 9,559,591.00
2. Planning	11.558	499,571.00	125,737.00			625,308.00
3.						
4.						
5. Totals		\$ 7,616,129.00	\$ 2,568,770.00	\$	\$	\$ 10,184,899.00

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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	\$ 3,183,520.00	\$ 244,990.00	\$	\$	\$ 3,428,510.00
b. Fringe Benefits	795,883.00	61,249.00			857,132.00
c. Travel	456,860.00	32,585.00			489,445.00
d. Equipment	176,514.00	44,322.00			220,836.00
e. Supplies	66,381.00	3,375.00			69,756.00
f. Contractual	1,290,904.00	51,194.00			1,342,098.00
g. Construction					
h. Other	721,652.00				721,652.00
i. Total Direct Charges (sum of 6a-6h)	6,691,714.00	437,715.00			\$ 7,129,429.00
j. Indirect Charges	2,867,877.00	187,593.00			\$ 3,055,470.00
k. TOTALS (sum of 6i and 6j)	\$ 9,559,591.00	\$ 625,308.00	\$	\$	\$ 10,184,899.00
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	\$ 574,114.00	\$ 1,360,170.00	\$ 508,749.00	\$ 2,443,033.00
9. Planning	37,722.00	88,015.00		125,737.00
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 611,836.00	\$ 1,448,185.00	\$ 508,749.00	\$ 2,568,770.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 2,142,288.00	\$ 766,469.00	\$ 766,470.00	\$ 304,674.00	\$ 304,675.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$ 2,142,288.00	\$ 766,469.00	\$ 766,470.00	\$ 304,674.00	\$ 304,675.00

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	\$ 2,029,244.00	\$ 1,198,011.00	\$ 1,245,933.00	\$ 1,295,770.00
17. Planning	113,043.00	91,023.00	94,664.00	98,451.00
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 2,142,287.00	\$ 1,289,034.00	\$ 1,340,597.00	\$ 1,394,221.00

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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CONNECTED TEXAS MAPPING BUDGET NARRATIVE

While each state is unique, the challenges associated with mapping broadband's availability and measuring broadband's use in Texas are in a class to themselves. The following benchmarks demonstrate the point:

- The population of Texas is thirty-seven (37) times that of North Dakota.
- There are approximately 7.4 million Texas households. That's more households than Iowa and Kentucky combined have residents.
- Texas has eight times more broadband providers than does Tennessee and more than twice as many as any other state except for Iowa.
- If California and Oregon combined their land mass, they would still fall short of Texas by more than 6,000 square miles.

These benchmarks not only speak to Texas' uniqueness, but also to the challenges of mapping Texas broadband. Each of these is a contributing factor in executing a successful mapping effort. Given this, Texas doesn't neatly fit within the basic scaling assumptions encountered in NTIA's NOFA. The ceiling for allowable mapping costs in the NOFA falls short of what it will actually take to map Texas. Accordingly, even though Texas mapping challenges transcend the boundaries associated with mapping costs, it does offer value inherent in economies of scale.

The collaborative Connected Texas partnership between the State of Texas, Texas Department of Agriculture, the Texas Public Utilities Commission and Connected Nation demonstrates a solid, effective partnership capable of such realizations of scale by optimally leveraging the immense opportunity presented by this federal grant program.

According to data compiled from the FCC and other data sources, there are approximately 440 broadband providers in the state of Texas, making Texas the state with the largest number of broadband providers in the U.S. This is a significant number of providers with whom the mapping agent working on behalf of the state of Texas must individually establish a legal relationship, a data transfer and data updating protocol, and a data analysis and approval process in order to meet the goals and guidelines set by the NTIA mapping program.

The following salient points directly impact the costs associated with effective implementation of NTIA's mapping program in the state of Texas:

- The level of effort required to map data from broadband providers in a state is directly correlated to the number of providers located in that state. The average estimated number of providers across all 50 states, territories and the District of Columbia is approximately 87; Texas has more than five times that average.
 - Based on the enormity of the Texas provider population as well as the number of residents, the corresponding effort to process, assimilate and ensure accuracy and

verification of this size of data set moves in corresponding fashion and would estimate at five times the average state effort.

- Connected Nation will be able to implement the state of Texas broadband mapping program at a considerable savings relative to the average costs associated with state broadband mapping across the United States. Because Connected Nation maintains existing relationships in the broadband service community, utilizes the best and latest in mapping technology, and has a deep history of broadband mapping, Connected Nation will be able to leverage significant economies of scale to impact the projected costs.

To establish baseline budgetary assumptions and approach that will properly account for such efforts, Connected Nation in collaboration with its partners employs 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 Connected Nation's rich program history adjusted for consideration of the enhanced project scope and compressed timeline for deliverables required by the grant. 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 translate directly to more data collection and more data mapping causing a higher expense.

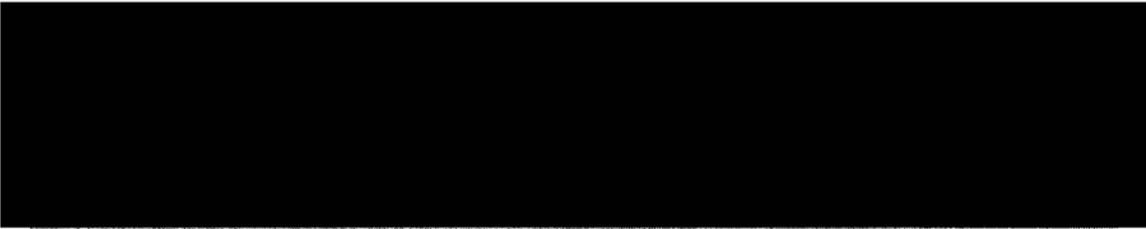
The current costing model accounts for a provider relationship management cost of 0.5 hours of FTE time per provider with a reduced update expense of 0.25 hours of FTE time per provider per update for relationship management. In addition, the model contemplates an initial expense of 1 hour of attorney 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.

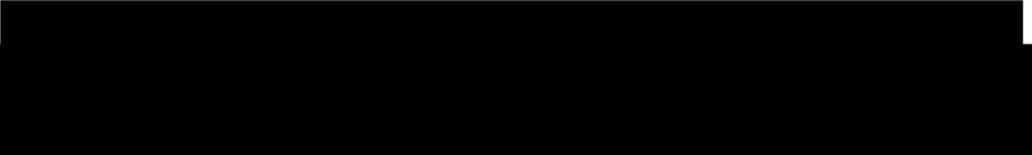
Like outreach, technical expertise expenses are also driven by the number of providers. Connected Nation's cost model has normalized these expenses by studying historical, empirical costs for this technical expertise in prior broadband mapping projects and dividing those costs by the number of broadband providers involved in those projects – resulting in an historical *average cost per provider*. This normalized standard was then extended to Texas based upon the number of providers in that state and adjusted by a factor of 1.5x 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

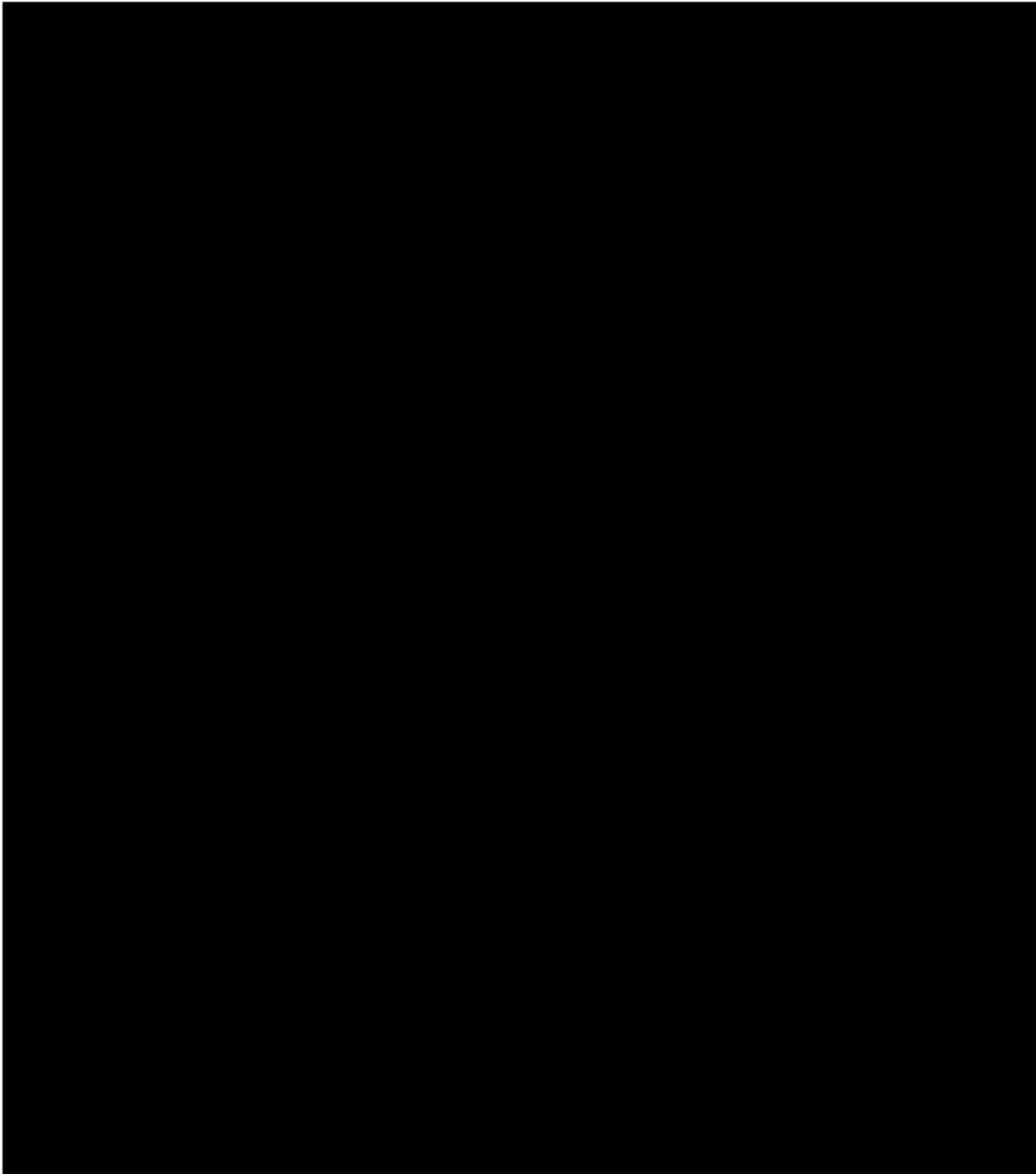
have been budgeted to support on site operations housed with the state. The data processing and mapping budget also reflects the budgetary impact of contractual resources required to be engaged on a short term basis to meet the compressed timeframe for the initial delivery of datasets.

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 \$7,116,558 in federal grant funds for the 5-year mapping project from NTIA for the benefit of the state of Texas. A non-federal, documented in-kind match will be provided from various sources totaling \$2,443,033 making the total SBDD mapping project budget \$9,559,591. Importantly, as a non-profit corporation, Connected Nation will not profit from this grant and will seek to utilize Federal resources in an efficient manner.

Mapping	<u>Federal</u>	<u>Non-Federal</u>	<u>Total</u>
Personnel			
			
Fringe Benefits	648,607	147,276	795,883
Travel	456,860	-	456,860
Equipment	176,514	-	176,514
Supplies	66,381	-	66,381
Contractual	910,481	380,423	1,290,904
Other: Data Sets	-	465,000	465,000
Other: Education & Outreach	128,326	128,326	256,652
Indirect Cost	2,134,967	732,910	2,867,877
Total	\$ 7,116,558	\$ 2,443,033	\$ 9,559,591
Percent of Total	74.44%	25.56%	

Personnel: 



Total Contractor Hours	4,169	132
Total Contractor FTE's	4.01	0.13



Personnel costs would account for nearly 14,500 personnel hours annually to provide the necessary long-term staff for the data collection efforts to identify, establish and maintain working relationships with all of Texas' broadband providers; to collect and update the data in accordance with NTIA's mapping NOFA; to produce a 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 Texas; 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 take full advantage of all opportunities presented by this program for the benefit of the State of Texas.

Oversight Staff for State Broadband Data and Development Program

Texas Department of Agriculture (TDA) will allocate, at a minimum, 14 full time staff members, each spending 20 percent of their time on this project, during the first year of broadband mapping and planning. The cost is estimated to be \$225,272.32 for the first year. TDA expects the staff costs to be reduced in subsequent years. Projections for the remaining years are 10 full-time staff spending 10 percent of their time each year (\$80,454.40 per year). The total value of staff time donated by TDA over the life of the mapping and planning projects is \$547,089.92.

The Texas State Library and Archives Commission commits to contributing four staff members to the mapping and planning projects for a total contribution of \$28,462.52 per year. The total cost over the five-year period is \$142,312.60.

The Texas Department of Information Resources commits to contributing staff assistance valued at \$134,983 over the life of the projects.

Total staff time over the life of the mapping and planning projects is \$824,385.52. TDA anticipates additional staff time will be dedicated to this project in the future and requests the opportunity to update the state's contributions, as they are received, to the mapping and planning applications.

The total personnel costs are \$3,183,520: \$2,594,422 from federal sources and \$589,098 as an in-kind contribution from Texas. All personnel costs include a 4% cost of living adjustment annually with the exception of the in-kind contributions from Texas.

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 \$795,883. The amount requested from federal sources is \$648,607 with \$147,276 provided as an in-kind match from Texas.

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 \$36 per day based on the current standard per diem rate; airfare costs are based on an average of \$500 per round-trip flight; hotel costs are based on an average of \$85 per night plus tax; 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 \$456,860, all paid from federal sources.

Equipment:

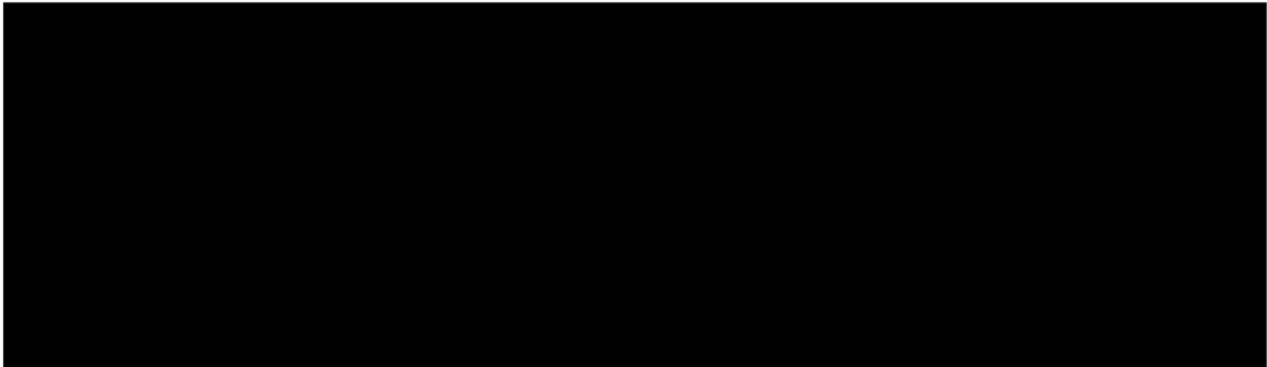
[REDACTED]

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 \$3,000 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 \$66,381, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual:

[REDACTED]

[REDACTED]



The total contractual costs are \$1,290,904 with \$910,481 from federal sources and \$380,423 as an in-kind contribution from third-party consultants. The partners are confident in their ability to engage civic-minded consultants with a personal desire to contribute to the larger project mission. To this end, Connected Nation, 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:

Texas holds many data sets that will prove beneficial to the mapping and planning projects. This data includes locations of anchor institutions, GIS and spatial mapping data, as well as broadband supply and demand data.

To date, the value of data identified is \$465,000. TDA anticipates additional data sets with significant value will be dedicated to this project in the future and requests the opportunity to update the state's contributions, as they are received, to the mapping and planning applications.

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. Total outreach costs are projected at \$256,652 with \$128,326 from federal sources and \$128,326 as an in-kind contribution from third-party vendors. 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, Connected Nation'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 rate of 30%, these indirect costs included over the life of this grant are \$2,867,877. The amount requested from federal sources is \$2,134,967, and \$732,910 will be contributed in-kind by Connected Nation.

TEXAS PLANNING BUDGET NARRATIVE

Texas’ State Broadband Data and Development Program (SBDD) budget for planning has been developed based upon the responses received to our related request for proposal. The budget development has also been informed by Connected Nation, the selected vendor, and their historical costs incurred on similar projects with consideration given to the scope and timeline of the deliverables requested from the National Telecommunications and Information Administration (NTIA). Texas’ cost proposal will seek \$499,571 of federal grant funds for the 5-year planning project from NTIA for the benefit of the state of Texas. A non-federal in-kind match will be provided from various sources of \$125,736 making the total SBDD planning project budget of \$625,307.

Planning	Federal	Non-Federal	Total
Personnel			
			
Fringe Benefits	43,645	17,604	61,249
Travel	32,585	-	32,585
Equipment	44,322	-	44,322
Supplies	3,375	-	3,375
Contractual	51,194	-	51,194
Other: Data Sets	-	-	-
Other: Education & Outreach	-	-	-
Indirect Cost	149,871	37,722	187,593
Total	\$ 499,571	\$ 125,737	\$ 625,308
Percent of Total	79.89%	20.11%	

Personnel:



[REDACTED] In addition to those positions listed above, other Connected Nation employees may also be included as needed to fulfill the requirements of the grant. Personnel costs would account for nearly 750 personnel hours annually to provide the necessary long-term staff to facilitate Texas' broadband planning efforts.

The current budget includes \$70,411 annually provided by Texas staff for broadband planning efforts. Please refer to the mapping budget narrative for a detailed description of staffing provided in-kind by Texas.

The total personnel costs are \$244,990: \$174,579 from federal sources and \$70,411 as an in-kind contribution from Texas. All personnel costs include a 4% cost of living adjustment annually.

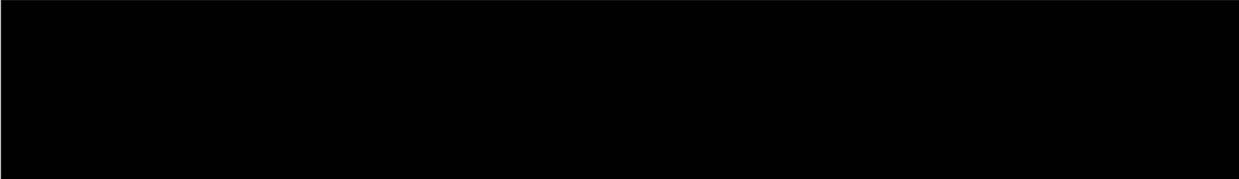
Fringe Benefits: Fringe benefits are estimated to be 25% of the total personnel costs. The cost of fringe benefits included over the life of this grant is \$61,249. The amount requested from federal sources is \$43,645 with \$17,604 provided as an in-kind match from Texas.

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; 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 \$85 per night plus tax; 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 \$32,585, 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 \$3,375, all paid from federal sources. Annual supply costs include a 4% annual inflation adjustment.

Contractual: [REDACTED]



The total contractual costs are \$51,194, 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 \$187,593. The amount requested from federal sources is \$149,871 with an amount projected of \$37,722 to be contributed in-kind by Connected Nation. 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, Connected Nation'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	Federal	Non-Federal	Total
Personnel			
[REDACTED]			
Fringe Benefits	648,607	147,276	795,883
Travel	456,860	-	456,860
Equipment	176,514	-	176,514
Supplies	66,381	-	66,381
Contractual	910,481	380,423	1,290,904
Other: Data Sets	-	465,000	465,000
Other: Education & Outreach	128,326	128,326	256,652
Indirect Cost	2,134,967	732,910	2,867,877
Total	\$ 7,116,558	\$ 2,443,033	\$ 9,559,591
Percent of Total	74.44%	25.56%	

Planning	Federal	Non-Federal	Total
Personnel			
[REDACTED]			
Total Personnel	174,579	70,411	244,990
Fringe Benefits	43,645	17,604	61,249
Travel	32,585	-	32,585
Equipment	44,322	-	44,322
Supplies	3,375	-	3,375
Contractual	51,194	-	51,194
Other: Data Sets	-	-	-
Other: Education & Outreach	-	-	-
Indirect Cost	149,871	37,722	187,593
Total	\$ 499,571	\$ 125,737	\$ 625,308
Percent of Total	79.89%	20.11%	

Connected Texas
 Texas Mapping & Planning Budget By Year
 State Broadband Data & Development Program



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
Fringe Benefits	121,416	52,644	174,060	124,148	23,658	147,806	129,114	23,658	152,772	134,279	23,658	157,937	139,650	23,658	163,308	648,607	147,276	795,883
Travel	116,804	-	116,804	80,080	-	80,080	83,283	-	83,283	86,614	-	86,614	90,079	-	90,079	456,860	-	456,860
Equipment	58,013	-	58,013	27,906	-	27,906	29,022	-	29,022	30,183	-	30,183	31,390	-	31,390	176,514	-	176,514
Supplies	20,768	-	20,768	10,741	-	10,741	11,171	-	11,171	11,618	-	11,618	12,083	-	12,083	66,381	-	66,381
Contractual	577,808	255,000	832,808	78,341	29,536	107,877	81,475	30,717	112,192	84,734	31,946	116,680	88,123	33,224	121,347	910,481	380,423	1,290,904
Other: Data Sets	-	465,000	465,000	-	-	-	-	-	-	-	-	-	-	-	-	-	465,000	465,000
Other: Education & Outreach	40,000	40,000	80,000	20,800	20,800	41,600	21,632	21,632	43,264	22,497	22,497	44,994	23,397	23,397	46,794	128,326	128,326	256,652
Indirect Cost	608,773	438,522	1,047,295	359,403	72,268	431,671	373,780	73,131	446,911	388,731	74,028	462,759	404,280	74,961	479,241	2,134,967	732,910	2,867,877
Total	\$ 2,029,244	\$ 1,461,740	\$ 3,490,984	\$ 1,198,011	\$ 240,893	\$ 1,438,904	\$ 1,245,933	\$ 243,769	\$ 1,489,702	\$ 1,295,770	\$ 246,760	\$ 1,542,530	\$ 1,347,600	\$ 249,871	\$ 1,597,471	\$ 7,116,558	\$ 2,443,033	\$ 9,559,591
																74.44%	25.56%	

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
Fringe Benefits	8,058	3,504	11,562	8,380	3,525	11,905	8,716	3,525	12,241	9,064	3,525	12,589	9,427	3,525	12,952	43,645	17,604	61,249
Travel	8,262	-	8,262	5,728	-	5,728	5,957	-	5,957	6,195	-	6,195	6,443	-	6,443	32,585	-	32,585
Equipment	20,075	-	20,075	5,710	-	5,710	5,938	-	5,938	6,176	-	6,176	6,423	-	6,423	44,322	-	44,322
Supplies	1,051	-	1,051	547	-	547	569	-	569	592	-	592	616	-	616	3,375	-	3,375
Contractual	9,452	-	9,452	9,830	-	9,830	10,223	-	10,223	10,632	-	10,632	11,057	-	11,057	51,194	-	51,194
Other: Data Sets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other: Education & Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Cost	33,913	7,506	41,419	27,307	7,554	34,861	28,399	7,554	35,953	29,535	7,554	37,089	30,717	7,554	38,271	149,871	37,722	187,593
Total	\$ 113,043	\$ 25,021	\$ 138,064	\$ 91,023	\$ 25,179	\$ 116,202	\$ 94,664	\$ 25,179	\$ 119,843	\$ 98,451	\$ 25,179	\$ 123,630	\$ 102,390	\$ 25,179	\$ 127,569	\$ 499,571	\$ 125,737	\$ 625,308
																79.89%	20.11%	



Mapping	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Personnel						
Fringe Benefits	121,416	124,148	129,114	134,279	139,650	648,607
Travel	116,804	80,080	83,283	86,614	90,079	456,860
Equipment	58,013	27,906	29,022	30,183	31,390	176,514
Supplies	20,768	10,741	11,171	11,618	12,083	66,381
Contractual	577,808	78,341	81,475	84,734	88,123	910,481
Other: Data Sets	-	-	-	-	-	-
Other: Education & Outreach	40,000	20,800	21,632	22,497	23,397	128,326
Indirect Cost	608,773	359,403	373,780	388,731	404,280	2,134,967
Total	2,029,244	1,198,011	1,245,933	1,295,770	1,347,600	7,116,558

Planning	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Personnel						
Fringe Benefits	8,058	8,380	8,716	9,064	9,427	43,645
Travel	8,262	5,728	5,957	6,195	6,443	32,585
Equipment	20,075	5,710	5,938	6,176	6,423	44,322
Supplies	1,051	547	569	592	616	3,375
Contractual	9,452	9,830	10,223	10,632	11,057	51,194
Other: Data Sets	-	-	-	-	-	-
Other: Education & Outreach	-	-	-	-	-	-
Indirect Cost	33,913	27,307	28,399	29,535	30,717	149,871
Total	113,043	91,023	94,664	98,451	102,390	499,571



Mapping	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Personnel						
[Redacted Personnel Data]						
Fringe Benefits	52,644	23,658	23,658	23,658	23,658	147,276
Travel	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Contractual	255,000	29,536	30,717	31,946	33,224	380,423
Other: Data Sets	465,000	-	-	-	-	465,000
Other: Education & Outreach	40,000	20,800	21,632	22,497	23,397	128,326
Indirect Cost-CN In-Kind	406,762	40,509	41,372	42,269	43,202	574,114
Indirect Cost-State In-Kind	31,760	31,759	31,759	31,759	31,759	158,796
Total	\$ 1,461,740	\$ 240,893	\$ 243,769	\$ 246,760	\$ 249,871	\$ 2,443,033

Planning	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Personnel						
[Redacted Personnel Data]						
Fringe Benefits	3,504	3,525	3,525	3,525	3,525	17,604
Travel	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Other: Data Sets	-	-	-	-	-	-
Other: Education & Outreach	-	-	-	-	-	-
Indirect Cost-CN In-Kind	7,506	7,554	7,554	7,554	7,554	37,722
Indirect Cost-State In-Kind	-	-	-	-	-	-
Total	\$ 25,021	\$ 25,179	\$ 25,179	\$ 25,179	\$ 25,179	\$ 125,737

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

August 13, 2009

Mr. Brian R. Mefford
Chief Executive Officer
Connected Nation, Inc.
444 North Capitol Street, Suite 224
Washington, D.C. 20001

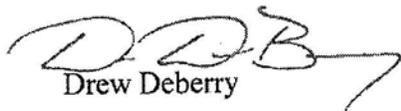
RE: Naming of Connected Nation, Inc. as the Designated Entity to apply for grant funds and conduct broadband mapping of the State of Texas pursuant to the Notice of Funds Availability issued by the National Telecommunications and Information Administration (NTIA) of the United States Department of Commerce, RIN 0660-ZA29, Catalog of Federal Domestic Assistance Number 11.558 (NOFA), and subsequent clarification issued on August 7, 2009, docket number 0908061222-91222-02

Dear Mr. Mefford:

This letter affirms to you and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA), that Connected Nation, Inc. has been selected by the State of Texas (State) as the single eligible entity to apply for a grant under the State Broadband Data and Development Program (Program) on behalf of the State.

By accepting this designation, asserting your eligible entity status to NTIA, and applying for a grant under the Program, your firm acknowledges and represents to NTIA that it has agreed to the terms and conditions of the contract between the State of Texas, through the Texas Department of Agriculture, and Connected Nation, Inc., pertaining to the Program. Your firm acknowledges and agrees to comply with the requirements, obligations, and expectations of work to be performed and timeline parameters promulgated in the NOFA and all subsequent amendments, clarifications, and revisions thereto. Further, your firm recognizes and agrees to be bound by the statutory, regulatory, and reporting requirements set forth in the NOFA.

Sincerely yours,



Drew Deberry

TS/SPD/ks



election as commissioner or appointment to fill a vacancy in the office of commissioner, a person must:

(1) have been engaged, for at least five of the 10 years preceding the year in which the person is elected or appointed to the person's initial term, in the business of agriculture;

(2) have worked, for the five-year period preceding the calendar year in which the person is elected or appointed to the person's initial term, for a state or federal agency in a position directly related to agriculture; or

(3) have owned or operated, for at least five of the 10 years preceding the year in which the person is elected or appointed to the person's initial term, farm, ranch, or timber land that qualifies for agricultural use appraisal under Subchapter C, Chapter 23, Tax Code, and be participating, in the calendar year in which the person is elected or appointed to the person's initial term, in a farm program administered by the federal Agricultural Stabilization and Conservation Service.

(b) For purposes of this section, a person is engaged in the business of agriculture if the person is engaged, for the purpose of wholesale or retail sale, in:

(1) the production of crops for human or animal consumption, or planting seed;

(2) floriculture, viticulture, horticulture, or aquaculture;

(3) the raising or keeping of livestock; or

(4) the processing of any of the products listed in Subdivisions (1) through (3) of this subsection.

Acts 1981, 67th Leg., p. 1016, ch. 388, Sec. 1, eff. Sept. 1, 1981. Amended by Acts 1989, 71st Leg., ch. 230, Sec. 2, eff. Sept. 1, 1989.

Sec. 11.007. DEPUTY COMMISSIONER. (a) The commissioner shall appoint a deputy commissioner. In order to serve as deputy commissioner, a person must have practical knowledge of agriculture, horticulture, manufacturing, and related industries and of the proper method of marketing the products of those industries.

(b) The deputy commissioner shall take the oath of office required of the commissioner.

(c) The deputy commissioner shall perform duties assigned by the commissioner. In addition, the deputy commissioner shall perform the duties assigned by law to the commissioner during a necessary and unavoidable absence of the commissioner or during the commissioner's inability to act.

(d) The deputy commissioner serves at the will of the commissioner.

(e) The state shall pay the expenses incurred by the deputy commissioner while traveling on the business of the office under the direction of the commissioner.

Acts 1981, 67th Leg., p. 1016, ch. 388, Sec. 1, eff. Sept. 1, 1981.
Amended by Acts 2003, 78th Leg., ch. 285, Sec. 1, eff. Sept. 1, 2003.

Sec. 11.008. FUNDS OF THE DEPARTMENT. Except as otherwise provided by law, all money paid to the department is subject to Subchapter F, Chapter 404, Government Code.

Acts 1981, 67th Leg., p. 1017, ch. 388, Sec. 1, eff. Sept. 1, 1981.
Amended by Acts 1995, 74th Leg., ch. 419, Sec. 1.01, eff. Sept. 1, 1995.

ERIC MILLS
ATTORNEY AT LAW

1836 Main Street
Post Office Box 2057
Inez, Kentucky 41224

(606) 298-0505
fax (606) 298-5157
www.ericmills.com

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,



R. Eric Mills,
General Counsel



OFFICE OF THE GOVERNOR

July 24, 2009

RICK PERRY
GOVERNOR

The Honorable Todd Staples
Commissioner of Agriculture
Texas Department of Agriculture
P.O. Box 12847
Austin, Texas 78711

Dear Commissioner Staples:

Per our discussions, I am designating you as the state lead as Texas pursues federal grants to improve access to broadband service in rural communities across the state.

As you know, the American Recovery and Reinvestment Act of 2009 and the Broadband Data Improvement Act of 2008 created three programs aimed at improving rural access to broadband technology: the State Broadband Data and Development Grant Program (SBDDGP), the Broadband Technology Opportunities Program (BTOP) and the Broadband Initiatives Program (BIP).

Although Texas has already implemented strategies to ensure greater access to broadband services in rural areas of the state, these programs will enhance our efforts.

As governor, it is my intention that Texas submit recommendations for allocation of funds for qualifying projects during the BTOP application process, as set out in the Notice of Funds Availability (NOFA) published July 1, 2009, as well as future NOFAs issued under BTOP.

Because broadband issues affect several state agencies, it is important that you consult with the Public Utility Commission of Texas (PUC) and the Texas Public Safety Commission (PSC) (with regard to law enforcement applications) where appropriate, as you prepare recommendations for grant applications. As the state lead on our broadband activities, you will need to designate an eligible entity for application to the National Telecommunications and Information Administration (NTIA) for the SBDDGP, to certify such eligible entity, and to take binding action on behalf of the State of Texas in this matter.

As governor, I am also authorizing you, in consultation with PUC and PSC, to make recommendations to the U.S. Department of Commerce, NTIA or Rural Utilities Service on behalf of the State of Texas, regarding qualifying projects for broadband infrastructure grants and loans under the NOFA that has been issued or NOFAs that may be issued.

Sincerely,

A handwritten signature in black ink that reads "Rick Perry".

Rick Perry
Governor

RP:kwp

cc: Texas Public Utility Commission Commissioners
Texas Public Safety Commission

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 (512)463-2000 (VOICE)/DIAL 7-1-1 FOR RELAY SERVICES

VISIT WWW.TEXASONLINE.COM THE OFFICIAL WEB SITE OF THE STATE OF TEXAS

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:

Mr.

*** First Name:**

Brian

Middle Name:*** Last Name:**

Mefford

Suffix:*** 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 checked="" type="checkbox"/> a. bid/offer/application <input 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
--	--	--

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"/>
--	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

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:

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Standard Form - LLL (Rev. 7-97)

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



WWW.CONNECTEDNATION.ORG

444 NORTH CAPITOL ST
SUITE 224
WASHINGTON, DC 20001
1-877-846-7710

In-Kind Contribution Agreement

_____ will provide Connected Nation with broadband consultant services at the rate of \$_____ consistent with State Broadband Data and Development projects, unless such agreement is earlier terminated by either Party. Additionally, _____ recognizes the charitable purposes of the projects in assisting states with economic development and other community development programs and therefore in support of such efforts will donate one hour of broadband consultant services for every hour paid through this partnership agreement.

Name of Company

Signature

Printed Name

Title

Email Address

For this commitment, please indicate a company point of contact below:

Contact Name

Address

City/State/Zip

Phone _____ Fax (_____)

Primary Email address

Other Email addresses
(To receive periodic email)

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Name of Company

Signature

Printed Name

Title

Email Address



For this commitment, please indicate a company point of contact below:

Contact Name

Address

City/State/Zip

Phone _____

Primary Email address

Other Email addresses
(To receive periodic email)



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WASHINGTON, DC 20001

1-877-846-7710

In-Kind Contribution Agreement

██████████ will provide Connected Nation with broadband consultant services at the rate of \$ ██████████ per hour consistent with State Broadband Data and Development projects, unless such agreement is earlier terminated by either Party. Additionally, ██████████ recognizes the charitable purposes of the projects in assisting states with economic development and other community development programs and therefore in support of such efforts will donate one hour of broadband consultant services for every hour paid through this partnership agreement.

Name of Company

Signature

Printed Name

Title

Email Address



For this commitment, please indicate a company point of contact below:

Contact Name

Address

City/State/Zip

Phone ██████████

Primary Email address

Other Email addresses
(To receive periodic email)



Agreement to Apply for Grant Funds to Provide Broadband Mapping and Planning for the State of Texas

Section 1: Parties to the Agreement

This agreement is made and entered into by and between the Texas Department of Agriculture (TDA), an agency of the State of Texas, and Connected Nation, Inc. (the Designated Entity) to authorize the Designated Entity to apply for grant funds and conduct broadband mapping of Texas pursuant to the Notice of Funds Availability issued by the National Telecommunications and Information Administration (NTIA) of the United States Department of Commerce, RIN 0660-ZA29, Catalog of Federal Domestic Assistance Number 11.558 (NOFA).

In conjunction with the Public Utility Commission of Texas (PUC), and as authorized by the Governor of the State of Texas, TDA has selected the Designated Entity as the single eligible entity in Texas that has been designated by the State to receive a grant under Public Law No. 110-385, the Broadband Data Improvement Act of 2008 (BDIA), Public Law No. 111-5, the American Recovery and Reinvestment Act of 2009 (ARRA), and the NOFA.

Section 2: Agreement Period

This agreement shall commence on the date of signature by TDA and the Designated Entity, and shall continue until all acts necessary to accomplish the scope of work set forth in this agreement and any grant awarded to the Designated Entity under the NOFA have been completed, unless otherwise specifically terminated as provided herein.

Section 3: Incorporation by Reference

Unless otherwise specified in this agreement, the definitions and terms of the NOFA, BDIA, and ARRA are incorporated herein by reference, and shall be utilized in the construction and enforcement of this agreement. All references to data herein include electronic data.

Section 4: Time is of the Essence

Time is of the essence with respect to performance under this agreement. Unless otherwise provided for herein, all deadlines or times for performance set forth herein shall be calculated based on central standard time.

Section 5: Consent

Whenever TDA is required to approve or consent to any action or inaction under this agreement, such approval or consent shall not be unreasonably withheld.

Section 6: Purpose

This agreement allows the Designated Entity to apply for and obtain grant funds under the State Broadband Data and Development Grant Program (Program), as set out in the NOFA. Upon a successful grant application, the Designated Entity will be expected to create a comprehensive and accurate broadband map for the State of Texas, which will provide data at the address-level on broadband availability, technology, speed, infrastructure, ARPU, and, in the case of wireless broadband, the spectrum used, as required by the NOFA. Further, TDA expects the Designated Entity to apply for a grant in order to conduct broadband planning. The Designated Entity, under the direction of TDA, will describe such planning purposes in its grant application. Such planning purposes may include identification of barriers to the adoption of broadband and information technology services, the creation and facilitation of local technology planning teams, the establishment of computer ownership and Internet access programs, or such other planning purposes as may be specified by TDA.

Section 7: Grant Application

A. The Designated Entity will timely apply for a grant application under the NOFA to conduct broadband mapping and planning for the State of Texas, in accordance with the scope of work set forth in this agreement and the terms of the NOFA. The grant application must meet all requirements of the NOFA, including the

requirement that the Designated Entity supply a detailed Program Narrative as set out in pages 25 through 28 of the NOFA.

B. The Designated Entity must cooperate fully with TDA in connection with the preparation and filing of the grant application, incorporating any commercially reasonable suggestions or revisions into the application.

C. On or before August 5, 2009, by 5:00 p.m., the Designated Entity must provide TDA a full and complete draft of its proposed grant application to be filed in accordance with the NOFA.

D. On or before August 12, 2009, by 5:00 p.m., the Designated Entity must provide TDA a final version of its grant application that it will file pursuant to the NOFA. TDA will immediately notify the Designated Entity of any substantive revisions required to the grant application. If TDA does not notify the Designated Entity of any substantive changes to final version of the grant application on or before 5:00 p.m. on August 13, 2009, the Designated Entity may file the grant application.

E. Draft and final versions as required by paragraphs 7(C) and (D) of this agreement shall be sent to TDA via e-mail in Word format to Mr. Rick Rhodes, Assistant Commissioner for Rural Economic Development, at Rick.Rhodes@TexasAgriculture.gov, accompanied by a printed or typed copy delivered to Mr. Rhodes at TDA's address for notification listed below.

F. The Designated Entity must timely file the grant application on or before August 14, 2009, at 11:59 p.m. EST, as required by the NOFA. Notwithstanding the above, the Designated Entity may file the grant application at any time before the deadline after receipt of written approval from TDA. It is the intent of the parties to file the grant application as soon as possible.

G. After filing the grant application, the designated entity must notify TDA of any requests for clarification, explanation, or supplementation of its application as soon as possible, but in no event later than 5:00 p.m. on the next business day. The Designated Entity must fully cooperate with TDA in connection with any requests for clarification, explanation, or supplementation of the grant application, incorporating any commercially reasonable suggestions or revisions into such clarification, explanation, or supplementation.

H. The Designated Entity must immediately notify TDA if its grant application is rejected or if the application is not accepted by NTIA. To the extent possible, the Designated Entity must cooperate with TDA in refiling the grant application.

I. The Designated Entity will promptly notify TDA if it receives a grant award under the Program, not later than 9:00 a.m. on the business day following notification of the grant award.

J. Within seven calendar days after commencement of this agreement, and every seven calendar days thereafter, the Designated Entity will provide a written report to TDA regarding the Designated Entity's progress in obtaining and/or documenting the required twenty percent non-federal matching funds toward the total eligible project cost. The Designated Entity shall use its best efforts, in conjunction with its private sector partners and TDA to satisfy the non-federal matching funds requirement through identification and documentation of in-kind resources, solicitation of contributions from private sector partners and other sources, and aid or contribution from any other available sources so that the potential state contribution will be minimized or potentially zero.

K. Prior to filing the grant application, The Designated Entity will provide TDA a written report that: (i) describes and attaches binding commitments for the required twenty percent non-federal matching funds; and (ii) describes and documents, in the manner required by the NOFA and applicable federal regulations, guidelines, circulars, and memoranda, all in kind contributions that will be submitted in the grant application as documentation of the required twenty percent non-federal matching funds.

L. Subject to TDA's consent, the Designated Entity may submit a grant application that meets the requirement for twenty percent non-federal matching funds toward the total eligible project cost through any combination of 7(K) (i) and (ii) above.

Section 8: Scope of Work

A. The Designated Entity will create a broadband map of the State of Texas, for use by TDA, PUC, the State of Texas and NTIA, in accordance with the terms and requirements of the NOFA. PUC is providing TDA with subject matter expertise. Therefore, the Designated Entity understands and agrees that it will fully work, cooperate, meet, and share non-Confidential Information, results, data, and progress reports with PUC as part of its performance under this agreement. Failure to do so may result in a report to NTIA and/or OIG under section 11 of this agreement.

B. In accordance with the NOFA, the broadband map created under the Program must contain data on broadband availability, technology, speed, infrastructure, ARPU, and in the case of wireless broadband, the spectrum used, across the project areas. To the extent authorized by any grant awarded pursuant to this agreement and the NOFA, the resulting map should include data regarding broadband that is available through satellite reception and transmission.

C. The Designated Entity must protect Confidential Information and utilize nondisclosure agreements in accordance with the terms of the NOFA.

D. The Designated Entity must provide TDA, PUC, and the State of Texas with non-Confidential Information on broadband data of the type and in the format required by the Technical Appendix of the NOFA.

E. The Designated Entity must prepare the map based on each broadband provider's actual data, not estimates, based on the type of facilities or type of technology used by such provider. The mapping process should include quality assurance measures, such as customer surveys.

F. On or before August 21, 2009, with the advice and consent of TDA, the Designated Entity must appoint and employ a director or project leader for the State of Texas broadband mapping project.

G. In accordance with the terms of the NOFA, the terms of any applicable Grant Agreement with NTIA, and any subsequent interpretations or directives issued by NTIA, the Designated entity must provide all required interim 'substantially complete' sets of availability data to NTIA and TDA. To the extent technically feasible and consistent with any non-disclosure agreements as outlined in Section C above, in addition to the data submissions required by the NOFA but without increasing project cost, the Designated Entity will cooperate with TDA and provide, upon TDA's request, "raw" or unprocessed broadband mapping data, or access to works in progress, in order to assist TDA in carrying out the State's responsibilities in connection with the facilitation and review of broadband infrastructure grants. The Designated Entity must provide TDA with a copy of any NTIA consent extending the timeline for performance contemplated under this paragraph.

H. In accordance with the NOFA, unless specifically excused by the written consent of NTIA, the Designated Entity must provide a substantially complete set of all broadband mapping data to NTIA and TDA on or before February 1, 2010. Unless specifically excused by the written consent of NTIA, all data collection must be completed by March 1, 2010. The data provided pursuant to this paragraph must be accurate as of June 30, 2009. The Designated Entity must provide TDA with a copy of any NTIA consent extending the timeline for performance contemplated under this paragraph.

I. On or before September 4, 2009, the Designated Entity must submit to TDA, for its review and approval, a complete work plan for the broadband mapping and planning project. The work plan must address, at a minimum: identification of and timeline for hiring key personnel and subcontractors (as determined by TDA) for the project, date for initiation of mapping activities, a schedule that prioritizes the collection of broadband mapping data for different geographic areas of the State, date for submission of the first set of substantially complete set of broadband mapping data to TDA and NTIA, date for completion of initial mapping activities, date for initiation of broadband planning activities, and date for completion of broadband planning activities. After approval by TDA, said work plan shall be incorporated into this agreement as an addendum, and may be relied upon by TDA and NTIA in evaluating the Designated Entity's performance under this agreement.

J. In accordance with the NOFA, the Designated Entity must update all broadband mapping data and provide such updated data to TDA and NTIA on a semi-annual basis. The Designated Entity is required to provide updated information for at least five years after the date of initial collection. The Designated Entity shall not be

relieved of any obligation hereunder by virtue of having contracted for or otherwise delegating responsibility for all or part of this function to a third party.

K. TDA must approve all key personnel or subcontractors responsible (as determined by TDA) for coordination, mapping, or planning activities in connection with the Texas broadband mapping project. Also, any changes in key personnel or subcontractors are subject to the approval of TDA.

L. TDA understands that the Designated Entity may perform some or all of its contemplated activities hereunder by and through Connected Texas, LLC, a wholly owned subsidiary. The Designated Entity understands and agrees that it shall remain primarily responsible for carrying out the activities contemplated by this Agreement.

M. The Parties hereto understand that performance by the Designated Entity depends, in part, on the cooperation and actions of third parties not bound by this agreement. To the extent performance hereunder by the Designated Entity is delayed or prevented by failure of any third party to cooperate or provide data or information, delayed performance or failure to perform by the Designated Entity will not be considered a breach of this Agreement.

Section 9: Financial Responsibility and Reporting

A. The Designated Entity must fully comply with and adhere to all financial standards and reporting requirements set forth in the NOFA, including all federal regulations, circulars, guidelines, and memoranda set forth or referenced in the NOFA. Without limitation, this includes OMB Circular A-122 (Cost Principals for Non-Profit Organizations), OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), 2 C.F.R. Part 176, and OMB Memorandum M-09-21 (Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009).

B. Simultaneously upon filing pursuant to the NOFA and OMB guidelines, the Designated Entity must provide TDA with copies of all quarterly and final reports required by the NOFA.

C. The Designated Entity will cooperate fully with all audits and investigations conducted by NTIA, the United States Office of Inspector General (OIG), or other applicable federal authority.

D. Within twenty-four hours after provision to the applicable federal authority(ies), the Designated Entity will provide TDA with copies of all non-Confidential Information, data, documents, reports, or other materials supplied to such authority(ies).

E. The Designated Entity will fully comply with and adhere to all financial management standards, including document retention requirements, specified under Texas or Federal law, rule, or regulation. Further, the Designated Entity will fully cooperate with TDA or the Texas State Auditor's Office in connection with any audit or investigation by TDA or the State Auditor's Office.

F. The Designated Entity must immediately disclose to TDA the commencement of any audit, inquiry, investigation, or request (whether fiscal or non-fiscal), made in connection with the Texas broadband mapping project, and provide TDA with copies of all findings, letters, memoranda, or reports issued as a result of such audit, inquiry, investigation, or request.

G. The Designated Entity must immediately notify TDA if it, any officer or director, or any employee with significant involvement with the Texas broadband mapping project, is charged with or indicted for a felony or a misdemeanor involving moral turpitude under state or federal law.

H. The Designated Entity will maintain a financial management system that provides for accurate, current, and complete disclosure of all financial information related to this agreement. The financial management system records will identify adequately the use of any expenditure under this agreement or any grant award and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the requirements of this agreement and any grant award.

Section 10: TDA Performance

A. Subject to the Designated Entity's compliance with, and performance under, the terms and conditions of this agreement, TDA will provide a Letter of State Designation as contemplated by BDIA and the NOFA. Upon request of the Designated Entity, subject to TDA's approval, TDA will provide a letter of support in connection with the Texas broadband mapping project.

B. TDA will monitor the Designated Entity's performance for compliance with applicable statutes, regulations, guidelines and the NOFA, as well as for effectiveness. Monitoring visits may be made at the discretion of TDA in accordance with applicable state or federal law. Desk reviews or on-site monitoring reviews may be conducted by TDA to determine compliance with the NOFA or any grant award, in addition to compliance with applicable statutes, laws, regulations, guidelines, and obligations under this agreement.

C. TDA will cooperate with NTIA in connection with monitoring the performance of the Designated Entity under this agreement or any grant award.

D. TDA will work with the Designated Entity to obtain and/or document the required non-federal matching funds toward the total eligible project cost as required by the NOFA. TDA and the Designated Entity understand each will use best efforts to identify and document the match with a priority placed on leveraging existing in-kind resources of the parties. Nothing in this agreement shall create an obligation on the part of the Designated Entity, TDA, and/or the State of Texas to directly contribute the required non-federal matching funds toward the total eligible project cost.

Section 11: Non-Performance by the Designated Entity

A. TDA will notify NTIA and/or OIG of any non-compliance, non-performance, or inadequate performance by the Designated Entity under this agreement or any grant award.

B. If the Designated Entity fails to comply, or substantially fails to comply, with any reporting obligation or financial management standard set out in or required by this agreement, the NOFA, or applicable state or federal law, TDA may immediately terminate this agreement and revoke its Letter of Designation.

C. If the Designated Entity mismanages or misapplies any grant funds received for the Texas broadband mapping project, or engages in any fraud with respect thereto, TDA may immediately terminate this agreement and revoke its Letter of Designation.

D. If the designated entity fails to perform, or substantially fails to perform, in accordance with industry standards, under this agreement or any grant award, TDA may immediately terminate this agreement and revoke its Letter of Designation.

E. If the designated entity in conjunction with TDA fails to obtain and document the twenty percent match or a grant under the Program, TDA may immediately terminate this agreement and revoke its Letter of Designation.

F. In the event TDA terminates this agreement and revokes its Letter of Designation, the Designated Entity shall, limited by relevant non-disclosure agreements, deliver to, provide, and otherwise turn over the following data, documents, and/or information: (i) all broadband data, of the type and in the format described in the Technical Appendix; and (ii) all other data, documents, information, and/or materials collected in connection with the Texas broadband mapping and planning project, whether printed, typed, handwritten, or in electronic format.

Section 12: Notices

Unless otherwise required by a specific provision of this agreement, any notice required or permitted to be given under this agreement shall be in writing and shall be hand-delivered, or sent via United States Postal Service, certified mail, return receipt requested, to the party's address for notice set forth in this paragraph 12 below. Such notice shall be deemed to have been given upon the date same is delivered in person, or on the date said notice is placed in a postage prepaid envelope for delivery by the United States Postal Service, via certified mail, return receipt requested. Addresses for notice are as follows:

Mr. Rick Rhodes
Assistant Commissioner for Rural Economic Development
Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711
Street Address:
1700 North Congress
Stephen F. Austin Building, 11th Floor
Austin, TX 78711

Mr. Brian R. Mefford
Chief Executive Officer
Connected Nation, Inc.
444 North Capitol Street, Suite 224
Washington, D.C. 20001

Section 13: Indemnification

THE DESIGNATED ENTITY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TDA, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, AND PUC, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE DESIGNATED ENTITY IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DESIGNATED ENTITY SHALL COORDINATE AND COOPERATE WITH THE TEXAS ATTORNEY GENERAL AND/OR TDA AND/OR PUC IN CONNECTION WITH THE DEFENSE OF ANY SUCH CLAIMS.

Section 14: General Terms and Conditions

A. Availability of Funds. This agreement is executed by TDA subject to the availability of federal funds and funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of these funds. Notwithstanding any other provision in this agreement or any other document, this agreement is void if federal funds or appropriated funds become unavailable.

B. Entire Agreement. This contract constitutes the entire agreement between the parties. Except as provided herein, this agreement may be extended or otherwise amended only by a formal written amendment properly executed by the parties. No other agreement, written or oral, purporting to alter or amend this agreement shall be valid. TDA reserves the right to amend this agreement, or the scope of work outlined in this agreement, in order to comport with the terms of any grant awarded to the Designated Entity pursuant to the NOFA.

C. Signature Authority. Each party certifies that the person signing below has the authority to bind said party to the terms of this agreement.

D. Intellectual Property. The resulting Texas broadband map created under the Program, along with all data, information, materials, concepts, and products ("IP") created by the Designated Entity in connection with this agreement, including its employees, agents, consultants or subcontractors, unless otherwise limited by federal grant agreements, shall be the property of TDA, PUC, and the State of Texas. The Designated Entity is hereby granted a world-wide, royalty-free, non-exclusive, irrevocable, perpetual license for use, distribution and modification of IP.

E. Subcontracting. The Designated Entity shall not assign or subcontract any of its rights or responsibilities under this agreement without prior written consent from TDA.

F. Headings. The paragraph headings provided in this agreement are for convenience only, and shall not be used in the construction, enforcement, or interpretation of this agreement.

G. Third Party Beneficiaries. The State of Texas is a third party beneficiary to this agreement. In the absence of performance by TDA under this agreement, the State of Texas may enforce and carry out the purposes of this agreement.

H. Public Disclosure. Except as otherwise prohibited by applicable state or federal law, or the NOFA, any information, documentation, and other material collected, gathered, or produced in connection with this agreement may be subject to public disclosure pursuant to the Texas Public Information Act (TPIA). The Designated Entity understands and agrees that TDA, the State of Texas, and all Texas state agencies are bound by the TPIA and the rulings of the Office of the Attorney General of Texas (OAG) interpreting the TPIA.

I. Intellectual Property Indemnification. The Designated Entity will indemnify, defend and hold harmless the State of Texas, TDA and/or PUC against any action or claim brought against the State of Texas, TDA and/or PUC that is based on a claim of copyright, patent, or software infringement, or for misappropriation of confidential data or trade secrets.

J. Insurance. At all times during the performance of this agreement, the Designated Entity shall maintain commercial liability, automobile liability, professional liability, errors and omissions, worker's compensation, and other forms of insurance, in amounts and in a form, as TDA may reasonably require.

K. Buy Texas. To the extent allowed by the NOFA and applicable federal law, the Designated Entity represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

Accepted and agreed:

Texas Department of Agriculture

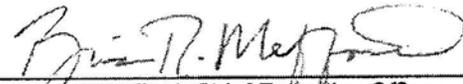


Drew DeBerry, Deputy Commissioner

7-27-09

(Date)

Connected Nation, Inc.



Brian R. Mefford, Chief Executive Officer

July 27, 2009

(Date)

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

August 14, 2009

Mr. Brian Mefford
Chairman & CEO
Connected Nation
444 North Capitol Street, Suite 224
Washington, DC 20001

Dear Mr. Mefford:

I am pleased to inform you that the combined contributions of the State of Texas and Connected Nation towards the State Broadband Data and Development Program application for our state will exceed 25 percent -- well above the federal grant requirement of 20 percent.

This letter is to confirm that from February 17, 2009 through September 1, 2014, the Texas Department of Agriculture (TDA), as well as several other Texas state agencies, will contribute staff, office space, as well as equipment, and data sets to the Texas broadband mapping initiative provided for in the Broadband Data Improvement Act and the National Telecommunications and Information Administration (NTIA), RIN 0660-ZA29, Catalog of Federal Domestic Assistance Number 11.558 (NOFA), and subsequent clarification issued on August 7, 2009, docket number 0908061222-91222-02.

The total value of contributed state resources to be utilized as the match for the NTIA mapping and planning initiatives is \$1,360,165.02 and \$88,015 respectively for the life of the projects. The contributions and their value are enumerated below:

Oversight Staff for State Broadband Data and Development Program

TDA will allocate, at a minimum, 14 full time staff members, each spending 20 percent of their time on this project, during the first year of broadband mapping and planning. The cost is estimated to be \$225,272.32 for the first year. TDA expects the staff costs to be reduced in subsequent years. Projections for the remaining years are 10 full-time staff spending 10 percent of their time each year (\$80,454.40 per year). The total value of staff time donated by TDA over the life of the mapping and planning projects is \$547,089.92.



Mr. Brian Mefford
August 14, 2009
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The Texas State Library and Archives Commission commits to contributing four staff members to the mapping and planning projects for a total contribution of \$28,462.52 per year. The total cost over the five-year period is \$142,312.60.

The Texas Department of Information Resources commits to contributing staff assistance valued at \$134,983 over the life of the projects.

Total staff time over the life of the mapping and planning projects is \$824,385.52. TDA anticipates additional staff time will be dedicated to this project in the future and requests the opportunity to update the state's contributions, as they are received, to the mapping and planning applications.

Office Space and Related Equipment

The Texas Department of Agriculture maintains a central office in Austin and five regional offices across the state. TDA would be capable of hosting five Connected Nation employees for the length of the mapping and planning projects in appropriate locations. The cost of hosting the five employees ranges from approximately \$19,000 to \$64,000 per year depending on start-up costs, necessary office space and equipment life cycles.

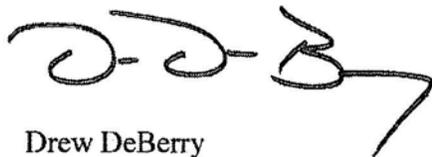
TDA anticipates hosting five employees for the full length of the program will cost \$158,794.50.

Data Sets

Texas holds many data sets that will prove beneficial to the mapping and planning projects. This data includes locations of anchor institutions, GIS and spatial mapping data, as well as broadband supply and demand data.

To date, the value of data identified is \$465,000. TDA anticipates additional data sets with significant value will be dedicated to this project in the future and requests the opportunity to update the state's contributions, as they are received, to the mapping and planning applications.

Sincerely yours,



Drew DeBerry
Deputy Commissioner



August 7, 2009

[REDACTED] agrees to provide services to Connected Nation in the form of graphic design, typesetting, pre-publishing, programming and other functions offered by [REDACTED] at a reduced rate of [REDACTED] for the term of 1 year. [REDACTED] will also donate one hour of labor for every hour purchased through this partnership agreement. Special projects that require overtime and weekend labor may not be included in this agreement.

